

**DISTRICT OF COLUMBIA, CHILD AND FAMILY SERVICES AGENCY (CFSA)
SOLICITATION, OFFER, AND AWARD**

SECTION A

1. ISSUED BY/ADDRESS OFFER TO: District of Columbia Child and Family Services (CFSA) Office of Contracts and Procurement 955 D Street S.W. Suite 5200 L'Enfant Plaza North Washington, D.C. 20024		2. PAGE OF PAGES: 1 OF 95
		3. CONTRACT NUMBER:
		4. SOLICITATION NUMBER: CFSA-04-R-0011
		5. DATE ISSUED: June 14, 2004
		6. OPENING/CLOSING TIME: June 14, 2004/ August 2, 2004 12:00 noon EST
7. TYPE OF TATION: [] SEALED BID [x] NEGOTIATION	8. DISCOUNT FOR PROMPT PAYMENT:	
NOTE: IN SEALED BID SOLICITATION "OFFER AND OFFEROR" MEANS "BID AND BIDDER"		

SOLICITATION

9. Sealed offers in original and **5** copies for furnishing the supplies or services in the Schedule will be received at the place specified in block one (1), or if hand carried, in the depository located in block one (1) until **12:00 noon local time on August 2, 2004**.

CAUTION: LATE Submission, Modifications and Withdrawals: See Section L. All offers are subject to all terms and conditions contained in this solicitation.

10. INFORMATION See Box 10A	A. NAME: Stephen A. Wilson	B. TELEPHONE NUMBER: (202) 724-7419	C. E-MAIL ADDRESS: swilson@cfssa-dc.org
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OFFER (TO BE COMPLETED BY OFFEROR)

12. In compliance with the above, the undersigned agrees, if the offer is accepted within 180 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, that with respect to all terms and conditions by the CFSA under "AWARD" below, this offer and the provisions of the RFP/IFB will constitute a Formal Contract. All offers are subject to the terms and conditions contained in the solicitation.

13. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledge receipt of amendments to the TATION for offerors and related documents numbered and			AMENDMENT NO:		DATE:		
14. NAME AND ADDRESS OF OFFEROR:						15. NAME AND TITLE OF PERSONAL AUTHORIZED TO SIGN OFFER: (Type or Print)	
14A. TELEPHONE NUMBER:						15A. SIGNATURE:	
AREA CODE:		NUMBER:		EXT:		15B. OFFER DATE:	

AWARD (To be completed by the CFSA)

16. ACCEPTED AS TO THE FOLLOWING ITEMS:		17. AWARD AMOUNT:	
18. NAME OF CONTRACTING OFFICER: (TYPE OR PRINT) Mr. Roscoe Wade		19. CONTRACTING OFFICER SIGNATURE:	
		20. AWARD DATE:	
IMPORTANT NOTICE: AWARD WILL BE MADE ON THIS FORM, OR ON CFSA FORM 26, OR BY OTHER AUTHORIZED OFFICIAL EN NOTICE			

SECTION B SUPPLIES OR SERVICES AND PRICE/COST

B.1 Supplies or Services

The District of Columbia, Child and Family Services Agency (“CFSA”), is issuing this Request for Proposals (RFP) to solicit proposals from qualified firms to (1) provide maintenance and support for its current Statewide Automated Child Welfare System (SACWIS) client server, named FACES, and to (2) convert the current client-server FACES to a web-based architecture and to provide ongoing support as set out in the Description of Services.

CFSA may award multiple contracts resulting from this RFP.

B.1.1 CFSA has a need for a Contractor(s) to (1) provide maintenance and support for its current Statewide Automated Child Welfare System (SACWIS) client-server, named FACES, and to (2) convert the current client server FACES to a web-enabled architecture and to provide ongoing support as set out in the Description of Services.

B.1.2 CFSA may award one contract to provide maintenance and support for the current client-server FACES and one contract to provide implementation, warranty, maintenance and support for a web-enabled version of FACES and to provide ongoing support for this system.

OR

B.1.3 CFSA may award one contract to provide both services described above.

B.1.4 Prospective offerors may submit a proposal to perform one of the two requirements or for both requirements in total.

B.2 Price/Cost

Alternative 1: The offeror may submit a proposal to provide maintenance and support for the current client-server **or** conversion of the client-server to a web-enabled version but not both.

The Contractor shall be compensated based on the price for the performance of maintenance and support for the current

client-server FACES from October 1, 2004 through December 31, 2005 as shown on Schedule B - The Schedule.

OR

The Contractor shall be compensated based on the prices for the performance of converting the current client-server FACES to a web-enabled architecture, FACES.NET, and to provide implementation and to provide warranty and to provide maintenance and support during the two (2) year base year period, from October 1, 2004 through September 30, 2006 and the two (2) one-year option year maintenance and support from October 1, 2006 through September 30, 2007 and October 1, 2007 through September 30, 2008 as shown on Schedule B - The Schedule.

Alternative 2: The offeror may submit a proposal to provide maintenance and support for the current client-server **and** conversion of client-server to a web-enabled version.

The Contractor shall be compensated based on the prices for the performance of maintenance and support for the current client-server, FACES, from October 1, 2004 through December 31, 2005 **and** for converting the current client-server, FACES, to a web-enabled architecture, FACES.NET, and to provide implementation and to provide warranty and to provide maintenance and support during the two (2) year base year period, from October 1, 2004 through September 30, 2006, and to provide maintenance and support during the two (2) one-year option period from October 1, 2006 through September 30, 2007 and October 1, 2007 through September 30, 2008 as shown on Schedule B – The Schedule.

Solicitation: Maintenance and Support of the District of Columbia Statewide Automated Child Welfare Information System (SACWIS), named FACES, and Conversion of the client-server, FACES, to a web-enabled architecture and to provide warranty and maintenance and support as set out in the Description of Services

ITEM NO.	SUPPLIES/SERVICES	QTY.	UNIT	UNIT PRICE	AMOUNT
0001	<p>Section B: Supplies/Services</p> <p>Base Year Period of Performance</p> <p>The Contractor shall provide all resources to perform the services contained in accordance with Section C – Description of Services to be contained in this contract.</p>				
	<p><u>Maintenance and Support for Client-Server FACES</u></p> <p>The period of performance for this task shall be from October 1, 2004 through December 31, 2005.</p>	Tasks for the base year	Tasks	\$	\$
	Base Year Ceiling Contract Amount		Tasks		\$

Solicitation: Maintenance and Support of the District of Columbia Statewide Automated Child Welfare Information System (SACWIS), named FACES, and Conversion of the client-server, FACES, to a web-enabled architecture and to provide warranty and maintenance and support as set out in the Description of Services

ITEM NO.	SUPPLIES/SERVICES	QTY.	UNIT	UNIT PRICE	AMOUNT
0001	<p>Section B: Supplies/Services Base Year Period of Performance The Contractor shall provide all resources to perform the services contained in accordance with Section C – Description of Services to be contained in this contract.</p> <p><u>Implementation, Warranty and Maintenance and Support for FACES.NET</u> The period of performance shall be from October 1, 2004 through September 30, 2006.</p> <p>Base Year Ceiling Contract Amount</p>	Tasks for the base year	Tasks	\$	\$

Solicitation: Maintenance and Support of the District of Columbia Statewide Automated Child Welfare Information System (SACWIS), named FACES, and Conversion of the client-server, FACES, to a web-enabled architecture and to provide warranty and maintenance and support as set out in the Description of Services

ITEM NO.	SUPPLIES/SERVICES	QTY.	UNIT	UNIT PRICE	AMOUNT
	<p>Section B: Supplies/Services Base Year Period of Performance The Contractor shall provide all resources to perform the services contained in accordance with Section C – Description of Services to be contained in this contract.</p> <p><u>Provide Maintenance and Support for the Client-Server FACES and Provide Implementation, Warranty and Maintenance and Support for FACES.NET.</u></p>	Tasks for the Base Year		\$	
0001	<p><u>Maintenance and Support for Client-Server FACES</u> The period of performance for this task shall be from October 1, 2004 through December 31, 2005.</p>	Tasks for the Base Year		\$	
0002	<p><u>Implementation, Warranty and Maintenance and Support for FACES.NET</u> The period of performance shall be from October 1, 2004 through September 30, 2006.</p> <p>Base Year Ceiling Contract Amount</p>	Tasks for the Base Year		\$	

Solicitation: Maintenance and Support of the District of Columbia Statewide Automated Child Welfare Information System (SACWIS), named FACES, and Conversion of the client-server, FACES, to a web-enabled architecture and to provide warranty and maintenance and support as set out in the Description of Services

ITEM NO.	SUPPLIES/SERVICES	QTY.	UNIT	UNIT PRICE	AMOUNT
0001	<p>Section B: Supplies/Services Option Year One Period of Performance The Contractor shall provide all resources to perform the services contained in accordance with Section C – Description of Services to be contained in this contract.</p> <p><u>Maintenance and Support for FACES.NET</u> The period of performance for this task shall be from October 1, 2006 through September 30, 2007.</p> <p>Option Year One Ceiling Contract Amount</p>	Tasks for Option Year One		\$	\$
					\$

Solicitation: Maintenance and Support of the District of Columbia Statewide Automated Child Welfare Information System (SACWIS), named FACES, and Conversion of the client-server, FACES, to a web-enabled architecture and to provide warranty and maintenance and support as set out in the Description of Services

ITEM NO.	SUPPLIES/SERVICES	QTY.	UNIT	UNIT PRICE	AMOUNT
0001	<p>Section B: Supplies/Services Option Year Two: Period of Performance The Contractor shall provide all resources to perform the services contained in accordance with Section C – Description of Services to be contained in this contract.</p> <p><u>Maintenance and Support for FACES.NET</u> The period of performance for this task shall be from October 1, 2007 through September 30, 2008.</p> <p>Option Year Two Ceiling Contract Amount</p>	Tasks for Option Year Two		\$	\$
					\$

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Background

C.1.1 FACES Background

The CFSA FACES case management system was implemented in 1999 by a contractor, Deloitte Consulting. The West Virginia Statewide Automated Child Welfare Information System (SACWIS) was adapted to meet the District of Columbia's requirements and child welfare business processes. The West Virginia system is an adaptation of the SACWIS developed earlier for Oklahoma. The Oklahoma system has met all Federal requirements. The FACES system is close to meeting all Federal SACWIS requirements. The only remaining requirements are the completion of the Title IV-D interface and satisfactory completion of the upcoming Federal AFCARS review.

FACES is a client-server system with user interface screens and business logic implemented in PowerBuilder. FACES consists of approximately 593 user interface screens. The backend consists of an Oracle database running on a UNIX operating system. FACES features the standard Windows-based array of features (cascading windows, pull-down menus, hot buttons, and tab directory structure). The FACES production server is located at CFSA's data center and data is assimilated in real-time.

C.1.2 Maintenance and Support for the Current Client-Server FACES

Maintenance and support services for the current client-server of FACES will be required until this system is fully converted to the web-enabled version as specified in this RFP.

CFSA anticipates that the current client-server FACES system will be converted by December 31, 2005. The contract for maintenance and support of the current client-server will no longer be required after this date. Therefore, CFSA will terminate the contract for maintenance and support services for the client-server on or about December 31, 2005.

C.1.3 Rationale for Moving to a Web-Enabled System

Several forces are driving CFSA to switch quickly from a client-server to a web-enabled architecture. These include several inherent limitations of the current client-server version of FACES. These limitations become more severe as CFSA moves forward with its plan for increasing reliance on community-based services and geographically dispersed workers. The following is a list of the most significant limitations of the current version of FACES:

- C.1.3.1 Maintaining consistent access to FACES by private service providers and others not on CFSA's network has been a challenge. Specifically, a wide variety of client equipment and connectivity through Citrix and the District's virtual private network continue to pose challenges;
- C.1.3.2 Giving community non-profits and other service providers the ability to pull reports on services they have provided has not been feasible. Giving them secure access to Management Reports would require a heavy commitment of staff resources and would be prohibitively expensive in FACES;
- C.1.3.3 Supporting access by CFSA workers in remote locations, such as the Metropolitan Police Department and the Family Court, has been difficult. With FACES.NET, workers would be able to better utilize their downtime by using the application from the Court or any other location with Internet access.
- C.1.3.4 Reducing the reliance on hardware on each user's desktop allows for easier and cost-effective maintenance and support.
- C.1.3.5 While the District's Office of the Chief Technology Officer's (OCTO) solution is designed to interface with legacy client-server systems such as FACES, moving to a web-enabled architecture allows FACES to become an integral part of the District-wide portal system.

CFSA expects these limitations will be resolved with the switch to a web-enabled version of FACES.

C.2

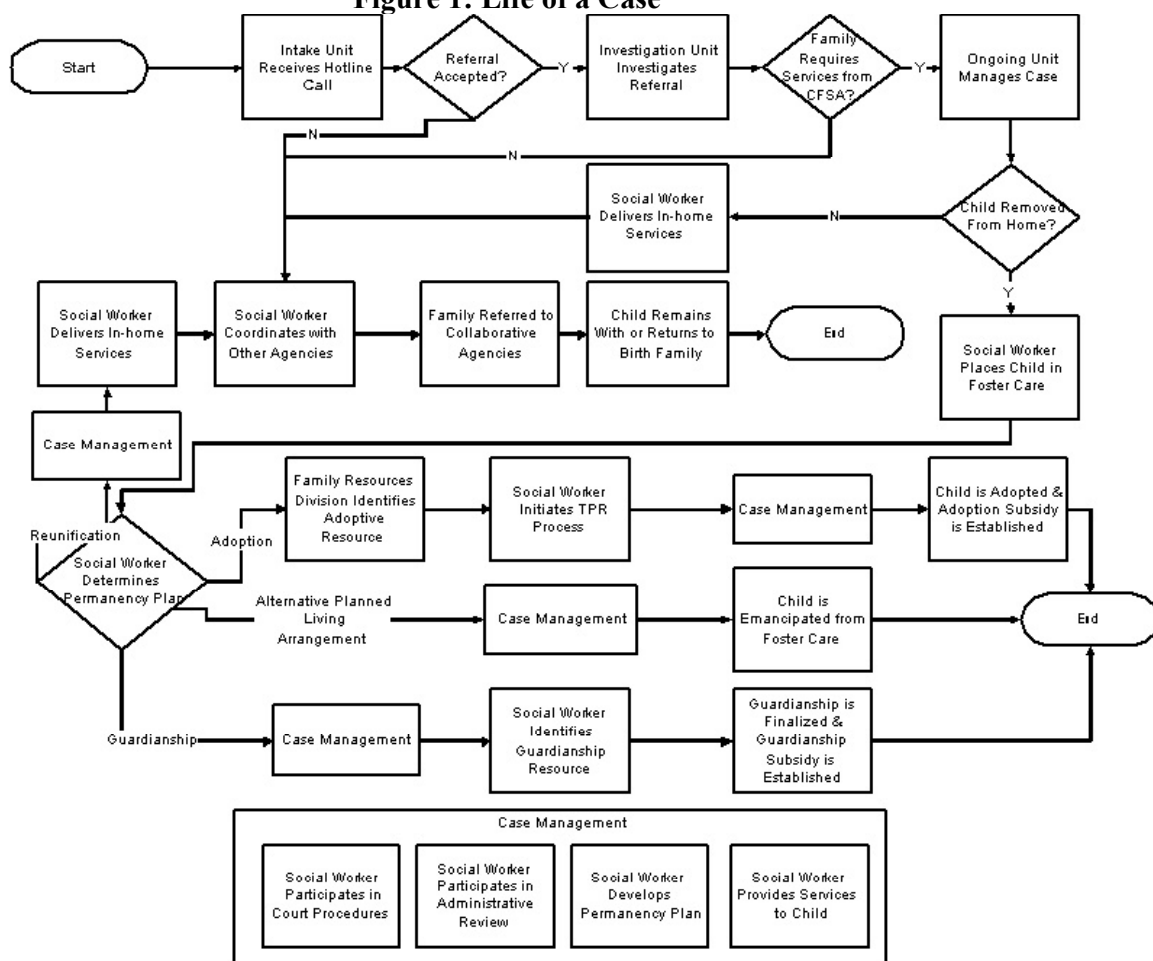
Technical Background

The FACES system contains approximately 593 user interface screens. These screens were implemented in PowerBuilder version 6.5.1. The screens use about 1,250 objects in an object-oriented environment. There are 796 Oracle tables in an Oracle 9i database. The database uses about 20 gigabytes (GB) of disk space. A high-level process map of the “Life of a Case” as it moves through CFSA is shown in Figure 1.

FACES also consists of approximately 600 management reports and exchanges electronic information with four external agencies. The agencies are D.C. Superior Court, Income Maintenance Administration, D.C. KIDS – Medical Provider, and the District’s Office of the Chief Financial Officer (R*STARS).

Some functionality is already being provided through a web browser interface, including Web Reporting and Provider Web. The FACES team worked closely with program staff in designing a Graphical User Interface (GUI) front end for these applications, and would like to replicate key features of this GUI design in FACES.NET.

Figure 1: Life of a Case



C.3 **Description of Services**

CFSA has a requirement for a Contractor(s) to (1) provide maintenance and support for its current Statewide Automated Child Welfare System (SACWIS) client-server system, named FACES, and to (2) convert the current client-server version of FACES to a web-enabled architecture and to provide warranty, maintenance and support as set out in the Description of Services. The web-enabled FACES application is referred to as FACES.NET throughout this RFP.

C.3.1 **Maintenance and Support for Current Client–Server FACES**

The Contractor shall perform the following plans to provide maintenance and support for the current client-server version of FACES. The CFSA Project Manager or designee shall review the detailed plan of activities provided by the Contractor and shall provide feedback and approval within twenty (20) calendar days of receiving the plans/deliverables. The Contractor shall resubmit corrected deliverables to CFSA within five (5) business days.

C.3.1.1 **Client-Server FACES Project Management Plan**

The Contractor shall provide a detailed Project Management Plan of activities, consistent with the Contractor's methodology and approach, to accomplish the maintenance and support tasks for the current client-server system. This plan shall include detailed project tasks, milestones, staffing, deliverables and timeframes associated with the documentation of enhancements, builds, user acceptance tests, and maintenance and support of the system. In addition, the Contractor shall revise and update the project plan as necessary during the period of maintenance and support of this contract as requested by the CFSA Project Manager or designee. The current client-server FACES Project Management Plan shall be submitted to CFSA for approval one month after the contract has been awarded.

C.3.1.2 **Client-Server FACES Maintenance and Support Plan**

The Contractor shall provide a detailed Maintenance and Support Plan of activities, consistent with the Contractor's methodology and approach, for maintaining the current client-server system. This plan shall explain

the roles, staffing, procedures, and tools that shall be used to maintain and support the current client-server FACES. In addition, the Contractor shall revise and update the maintenance and support plan as necessary during the period of maintenance and support of this contract as requested by the CFSA Project Manager or designee. The current client-server FACES Maintenance and Support Plan shall be submitted to CFSA for approval one month after contract has been awarded.

C.3.2 **Maintenance and Support Tasks for Client-Server FACES**

The Contractor shall provide maintenance and support for the current client-server version of FACES for the period October 1, 2004 through December 31, 2005. The tasks to be performed during this period are:

- C.3.2.1 Maintain and update the existing Oracle database as required including backups. The backups shall be done daily with cold backups completed weekly. CFSA anticipates that this shall require one experienced Oracle database administrator.
- C.3.2.2 Maintain and enhance as required the existing FACES application PowerBuilder code. While CFSA shall impose a moratorium on all non-critical changes to the existing client-server version of FACES, some changes may be required to meet critical CFSA needs. In addition, recent experience indicates about 25 data fixes and 16 bug fixes need to be incorporated in the builds that typically are scheduled for once each month. CFSA anticipates that this shall require two (2) FTEs of experienced PowerBuilder programmers, One (1) FTE with Cobol experience.
- C.3.2.3 Create about 35 new reports per month using Crystal software and maintain the roughly 600 existing online reports. The existing reports run on a daily, weekly and/or monthly schedule. CFSA anticipates that this shall require six (6) FTEs of experienced Crystal Reports developers.
- C.3.2.4 Provide the management oversight required to effectively perform the above four tasks.

C.3.3 **Implementation, Warranty, Maintenance and Support of FACES.NET**

The Contractor shall perform the following tasks to provide implementation, warranty, maintenance and support of the web-enabled client-server system, FACES.NET. The CFSA Project Manager or designee shall review the detailed plan of activities provided by the Contractor and shall provide feedback and approval within twenty (20) calendar days of receiving the plan. The Contractor shall resubmit corrected deliverables to CFSA within five (5) business days.

C.3.3.1 **FACES.NET Project Management Plan**

The Contractor shall provide a detailed Project Management Plan of activities, consistent with the Contractor's methodology and approach, to accomplish the web-enabled tasks. This plan shall include detailed project tasks, milestones, staffing, deliverables and timeframes associated with the design, build, user acceptance test, and implementation of the system. In addition, the Contractor shall revise and update the plan as necessary during the period of performance of the FACES.NET Project Plan of this contract as requested by the CFSA Project Manager or designee. The FACES.NET Project Management Plan shall be submitted to CFSA for approval one month after the contract has been awarded.

C.3.3.2 **FACES.NET Implementation Plan**

The Contractor shall provide a detailed Implementation Plan of activities, consistent with the Contractor's methodology and approach for implementing the FACES.NET system. This plan shall explain the roles, staffing, tools, and procedures used to implement FACES.NET. In addition, the Contractor shall revise and update the plan as necessary during the period of performance of the FACES.NET Implementation Plan of this contract as requested by the CFSA Project Manager or designee. The FACES.NET Implementation Plan shall define the Help Desk infrastructure and the configuration management process used to evaluate and implement system change requests. The FACES.NET Implementation Plan shall be submitted to CFSA for approval one month after contract has been awarded.

C.3.3.3 FACES.NET Warranty Plan

The Contractor shall provide a detailed Warranty Plan of activities, consistent with the Contractor's methodology and approach, for warranting the FACES.NET system. The plan shall explain the roles, staffing, tools, and procedures used to identify and correct any problems in FACES.NET. In addition, the Contractor shall revise and update the plan as necessary during the period of performance of the FACES.NET Warranty Plan of this contract as requested by the CFSA Project Manager or designee. The FACES.NET Warranty Plan shall be submitted to CFSA for approval one month prior to the warranty phase.

C.3.3.4 FACES.NET Maintenance and Support Plan

The Contractor shall provide a detailed Maintenance and Support Plan of activities, consistent with the Contractor's methodology and approach, for maintaining and supporting the FACES.NET system. The plan shall explain the roles, staffing, tool, and procedures used to maintain FACES.NET. In addition, the Contractor shall revise and update the plan as necessary during the period of performance of the FACES.NET Maintenance and Support Plan of this contract as requested by the CFSA Project Manager or designee. The plan shall define the Help Desk infrastructure and the configuration management process used to evaluate and implement system change requests. The FACES.NET Maintenance and Support Plan shall be submitted to CFSA for approval one month prior to each maintenance period.

C.3.4 Implementation of FACES.NET

Design Specification

The Contractor shall provide a design, implementation and specification for all modules, screen modules, processes, reports, external interfaces, and database modifications that shall be in line with CFSA's business process. The design shall comply with the District web standards that are detailed in the technical requirements as specified by the Office of Chief Technology Officer, OCTO, in Section C.3.4.

C.3.4.1 The Design Specification shall be submitted to CFSA for approval three months after the contract has been

awarded for changes that require navigational changes only.

C.3.4.2 The Design Specification shall be submitted to CFSA for approval five months after the contract has been awarded for changes which require enhancements due to changes in the CFSA's business process.

C.3.4.3 The Design Specification shall be submitted to CFSA for approval five months after the contract has been awarded for maintaining the existing interfaces with the D.C. Superior Court, Income Maintenance Administration, D.C. KIDS – Medical Provider, and the District's Office of the Chief Financial Officer (R*STARS).

C.3.4.4 Technology Infrastructure Design

The Contractor shall provide an n-tier Technical Infrastructure Design for approval by CFSA prior to initiating development. This design shall include all hardware, software and network components necessary to support the database, business logic, and presentation layers of the system. The Technology Infrastructure Design shall be submitted to CFSA for approval five months after the contract has been awarded.

Development

C.3.4.5 Application Development Environment

The Contractor shall provide an Application Development Environment description of hardware, software, tools and methodologies to be used to develop FACES.NET. This development environment shall be independent of the production environment. This environment shall also be used to troubleshoot system bugs and develop enhancements during the implementation, warranty, maintenance and support phase and beyond. The Application Development Environment description shall be submitted to CFSA for approval three months after the contract has been awarded.

C.3.4.6 After receiving approval from the CFSA Project Manager or designee for the hardware and software required in the development of FACES.NET, the Contractor shall purchase the hardware and software.

Testing

C.3.4.7 Application Test Plan

The Contractor shall provide an Application Test Plan detailing the tools and methodologies to be used to test modules, screens, reports, processes and external interfaces to confirm that they meet design specifications requirements. The Application Test Plan shall be submitted to CFSA for approval seven months after the contract has been awarded.

C.3.4.8 System Test Plan

The Contractor shall provide a System Test Plan detailing the methodology, technology, and processes to be used to confirm that the combined technology and application components meet system requirements. The plan shall define the scenarios and data used to conduct the test, who will be involved in executing it, the test schedule, and recommended regression testing tool and methodology. The System Test Plan shall be submitted to CFSA for approval seven months after the contract has been awarded.

C.3.4.9 Conversion Test Plan

The Contractor shall provide a Conversion Test Plan detailing the methodology, technology, and processes to be used to confirm that changes in database structure result in a rigid conversion test plan. The plan shall define the scenarios and data used to conduct the test, who will be involved in executing it and the test schedule. The Conversion Test Plan shall be submitted to CFSA for approval seven months after the contract has been awarded.

C.3.4.10 User Acceptance Test Plan

The Contractor shall provide a User Acceptance Test Plan detailing the recommendations for the methodology, technology, and processes that the CFSA staff shall use to confirm that the production environment and application components meet business requirements. The plan shall recommend the scenarios and data to be used to conduct the test, the timeframe, and recommended regression testing tool and methodology. The User Acceptance Test Plan shall be

submitted to CFSA for approval seven months after the contract has been awarded.

C.3.4.11 Technology Infrastructure Performance Test Plan

The Contractor shall provide a Technology Infrastructure Performance Plan detailing the tools, methodology and procedures to be used to confirm that the production technology infrastructure supports the business functions and has the capacity to maintain a defined performance level given the expected user loads. The Technology Infrastructure Performance Test Plan shall be submitted to CFSA for approval eleven months after the contract has been awarded.

Training and Documentation

C.3.4.12 Training Approach Plan

The Contractor shall provide a Training Approach Plan detailing the tools and methodologies to be used to develop and deliver FACES.NET training, including giving access to the user community to have access to the training database while at their workstations which shall be of similar access as they would in the classroom. The Training Approach Plan shall be submitted to CFSA for approval eight months after the contract has been awarded.

C.3.4.13 Training Guide for Users

The Contractor shall develop Training Guides for CFSA staff to include scenario based step-by-step policy and screen shots for each functional area, i.e., Intake, Case Management, Provider, Finance, Contracts, etc. The Contractor shall provide web-enabled training tools for all staff. The Training Guide for Users shall be submitted to CFSA for approval nine months after the contract has been awarded.

C.3.4.14 Train the Trainer Workshop

The Contractor shall provide a Train the Trainer Workshop wherein the Contractor's functional experts shall train CFSA's IT trainers and other IT staff on the use of the system. The Contractor shall complete the Train the Trainer Workshop for all functional CFSA IT staff nine months after the contract has been awarded.

C.3.4.15 System Documentation of the Web-Enabled System

The Contractor shall provide System Documentation of the web-enabled software and how it interfaces with the network environment, including screens, reports, processes, external interfaces and the database. The Contractor shall submit the System Documentation of the web-enabled system to CFSA for approval nine months after the contract has been awarded.

C.3.5 System Requirements

C.3.5.1 The Contractor shall convert the current two-tier client-server application to an n-tier web application. The current business logic implemented in Power Builder shall be moved to the web application. While the business logic is currently executed on the user's PC, under FACES.NET it shall be executed on an application server. The current Oracle 9i database shall remain largely unchanged.

C.3.5.2 The Contractor shall ensure that the functional components cover areas represented by modules in the client-server FACES based on CFSA's business processes and workflow as indicated in Table 3.1. A listing of all the user interface screens is provided in Exhibit B. Table 3.2 provides the level of design for implementation. A majority of the modules shall be migrated, with only navigational changes. Other modules shall be modified to meet current CFSA business processes as part of the migration to FACES.NET. When needed, database tables and external interfaces impacted by these enhancements shall be updated and migrated to the new environment.

Table 3.2 summarizes the FACES functional modules and the last two columns reflect the level of enhancement needed to be completed during implementation. There are two levels of enhancement: significant enhancement required and navigational changes only.

Modules identified in the significant enhancement column require major changes in the business process and logic of the application. CFSA staff shall complete the detailed business requirements during the development phase, with support from the Contractor's staff. There are five modules that shall require significant enhancement: Contract, Provider, Intake

(CPS), Investigation and Common Framework. There are 15 user windows for Contracts, 32 for Providers, 23 for Intake (CPS) and 30 for Investigations. All changes in these modules shall be included in the implementation of FACES.NET. Changes to the supportive category of common framework inclusive of calendaring, personnel, search, and workflow shall be required to implement the new Web-Enabled FACES.NET.

The current usage and projected changes of the five functional areas are discussed below:

- C.3.5.2.1 Contracts: The current Contracts and Procurement module consists of 15 screens used to track procuring of services and the progression of an awarded contract. They include Procurement, Contracts and Monitoring. The specialist enters the contract information that identifies the contractor, contracted services, and the unit rates. Users report that the screen is cumbersome and difficult to navigate. For example, the lack of automation linkage -- when creating a new contracted service line for an expired service type, a user has to manually link each facility and child in placement to the service line.
- C.3.5.2.2 Provider: The current Provider module has 32 user screens. The same screens are used to capture data for several types of service providers – contracted and CFSA foster homes, adoptive homes, congregate care facilities, as well as community service providers. This has proven to be problematic given that the business requirements are different for each type of provider. For example, one screen is used for documenting all licensing prerequisites even though the prerequisites are quite different for foster homes and congregate care facilities. In FACES.NET the module will shall be streamlined and dynamic based on the type of provider.
- C.3.5.2.3 Intake: CFSA Hotline workers document calls in the Intake module and the outcome of the investigation in the Investigation module. There are four types of Intakes that can be entered into FACES – Child Protection Service (CPS), Provide Services, Receive Services, and Information and Referral (I&R). The CPS screens capture information about abuse and/or neglect. The Provide Services captures information on callers requesting to provide services to CFSA. The Receive Services screen captures information on callers who are requesting services or who require services from CFSA.

The Information and Referral screen captures general information calls.

To enter information directly into FACES while taking a call, the Hotline worker must make a choice at the very beginning as to the type of call. In other words, staff must choose the type of call and this will determine the screens to be completed. However, the Hotline worker may not know the type of call at the beginning of the call.

FACES.NET shall include the capability for Hotline staff to enter data into a central screen or screens and determine after the call whether the report requires an investigation (CPS) or was an informational call (I&R). Entry of the information into FACES will be streamlined by reducing the number of screens. Also, the order for inputting information will not be as rigid.

C.3.5.2.4 Investigations: Changes to the Investigation module will also be streamlined with the enhanced Intake module.

C.3.5.2.5 Common Framework: The enhanced common framework in FACES.NET shall involve three main areas – calendaring, person search, and personnel. Additionally, workflow, approvals, and assignments will be modified.

In order to assist staff in managing workloads and tasks, FACES.NET shall include a calendar feature. While the client-server FACES has a system of alerts and a calendar that displays court hearings and administrative reviews, these items cannot be viewed in a central location. Also, currently, workers cannot manually enter client-related tasks or appointments onto a calendar in the system. The FACES.NET calendar shall serve dual purposes. One is to display system-generated alerts and appointments. The second purpose shall allow workers to enter tasks and appointments that are not system generated.

Currently in FACES information on clients, collaterals, staff, and providers are all entered in different screens and retained in different tables. In FACES.NET a “person table” shall be created that retains all people in a central location regardless of their role in the case. Searches in the intake, investigation, and case track shall return results from this table. Therefore, the search shall identify if a person exists in the system and what

role the person has, i.e. client, collateral, provider, and/or staff.

The current common framework for the personnel functionality is a not intuitive and poses a challenge when CFSA changes it's organizational structure. The enhanced functionality needs to be flexible to easily accommodate changes. FACES shall also allow for easier identification of types of cases and include the functionality for a child only case to accommodate the revised Chafee Regulations.

Modules specified in the navigational changes only column require the conversion of existing business logic and process with appropriate navigational changes. There are no business logic changes.

Table 3.1 FACES Modules

Category	Module	Description
Administrative	Administrative	The Administrative module category supports a variety of functions including security and payment for provider services.
	Contracts	The Contracts module specifies the services each contract vendor is authorized to provide and the payment rate for each service.
	Finance	The Finance module is used to create and document financial transactions for clients, including accounts payable, accounts receivable, and Title IV-E eligibility.
	Provider	The Provider module shows each provider's available resources and the children placed with each provider. Authorized users have the ability to add new resources to the resource directory.
	Personnel	The Personnel module controls FACES' role based security and approval authorization structure. It includes an Agency organization chart and list of staff.
	Training	The Training module is used to maintain and update training information for CFSA staff and foster parents. This includes course descriptions, individual training records, and enrollment.
Case Management	Case Management	There are four modules in the Case Management category: case management, client, intake, and investigation.
	Case Management	The Case Management module provides information to assist users in managing their caseload. This information includes case planning, contacts, and transfer summary.
	Client	The Client module captures information on every member of the family associated with the case. This information includes court, demographic, education, and health.
	Intake	The Intake module captures information from callers pertaining to the safety of children, referral for services, or willingness to provide services.
	Investigation	The Investigation module captures information about the intake investigation. This includes the safety plan, family risk assessment, and the outcome of the investigation.
Reports	Reports	The Reports functionality captures two distinct types of reports-- case reports and management reports. Case reports allow users to create reports on specific clients within a case. Management reports inform supervisors and other managers.
Supportive	Supportive	The Supportive category includes functions that complement the other system functionality. Together this collection of sub-modules is called the <i>Common Framework</i> .
	Common Framework	The Common Framework allows users to view their calendar, documents, search, and perform system administration. System administration allows users to update and maintain the pick-list values and perform other administrative functions.

Table 3.2 FACES Modules: Level of Design for Implementation

Category	Module	Sub Modules	Significant Enhancement Required	Navigational Changes only
Administrative	Administrative	Overall		X
	Contracts		X	
	Finance			X
	Finance	AP/AR		X
	Finance	Eligibility		X
	Personnel			X
	Provider		X	
	Training			X
Case Management	Case Management	Overall		X
	Case Management	Admin Review		X
	Case Management	Adp/Grdship		X
	Case Management	Case Mgmt		X
	Case Management	Court		X
	Client	Overall		X
	Client	Abscondence		X
	Client	Child Fatality		X
	Client	Court		X
	Client	Demographic		X
	Client	Dem/AF/NC		X
	Client	Emp/Edu		X
	Client	Finance		X
	Client	Health		X
	Client	Plc/Serv		X
	Intake	CPS	X	
	Intake	AS/PS/RS	X	
	Intake	Intake	X	
	Investigation	Overall	X	
	Investigation	Initial Assess	X	
	Reports	Overall		X
	Supportive	Overall	X	
	Common Framework	Calendar	X	
	Common Framework	Documents	X	
	Common Framework	Search	X	
	Common Framework	Sys Admin	X	
	Common Framework	Workflow	X	

Key:

Significant Enhancement: Requires major changes in the business logic; CFSA staff shall complete the detailed business requirements during the development period; Contractor staff shall be expected to participate.

Navigational changes only: Contracted staff shall convert existing business logic and process with appropriate navigational changes to accommodate FACES.NET.

C.3.6 Technical Requirements as specified by OCTO

- C.3.6.1 The District's Office of the Chief Technology Office, OCTO, is designing and carrying out the broad technological improvements necessary to allow the Human Services agencies and the Family Court to access and share information on the individuals and families they serve.¹ In order to accomplish that objective, OCTO has selected an architectural approach including the use of a "middleware", or "Enterprise Application Integration" (EAI) layer that would tie together the disparate systems in various District agencies. In addition, OCTO's design includes a "Portal Solution" that will handle user interface and other related functions in an Internet environment.
- C.3.6.2 The Contractor shall ensure that the web-enabled FACES system is compatible with the provisional District Government Adaptive Application Architecture. The Contractor shall perform the following tasks to ensure that the FACES system has a clearly defined n-tier system architecture:
- C.3.6.3 The web presentation layer shall be clearly separated from the business and system logic layer and from the data layer. The FACES system shall allow for the replacement of the web presentation layer without any significant impact on the underlying layers.
- C.3.6.4 The FACES system shall facilitate integration with the Seebeyond EAI infrastructure: Seebeyond provides connectors to multiple applications and databases, including Oracle and MS SQL Server. System documentation shall include a detailed description of the database schema and present the mapping of the web presentation layer to the backend business logic layer and to the database schema to enable meaningful integration.
- C.3.6.5 Separate functional segments of the FACES system (i.e., accounting and finance sub-system) shall be implemented as separate services or libraries.

¹ Congress in the Family Court Act of 2001 mandated that the District develop a plan for "integrating the District of Columbia's social services and related information systems with the information systems of the Family Court. The District's plan is presented in *Supporting the Vision: Mayor's Plan to Integrate the District of Columbia's Social Services Information Systems with the Family Court of the Superior Court*.

- C.3.6.6 The web based presentation layer shall be compatible with a portal technology: OCTO shall be approving the Plumtree portal solution as a city-wide standard. The FACES presentation layer shall be compatible with either the JSR168 standard or the WSRP standard to enable easy incorporation of this layer into the portal as one portlet or a set of portlets. This compatibility shall ensure the seamless integration of the System with the presentation layers of other applications into one District web-based virtual desktop.
- C.3.6.7 User access controls should support multiple roles and users:
Since one user may have multiple roles, role assignment shall allow a specified time interval (including a future point in time); object level access controls shall be enabled (i.e. 2 users with the same roles will have access to the same class of objects (cases, provider records etc) but not necessarily for the same instances of every object (i.e. one user is responsible for monitoring one provider, another user for monitoring another provider).
- C.3.6.8 The FACES system shall be capable of supporting the accessing of data from stand-alone machines via modem.
- C.3.6.9 The FACES system shall be capable of supporting the accessing of data from non-PC devices (i.e., wireless).
- C.3.6.10 The FACES system shall be able to utilize current or planned city-wide web services (i.e., GIS, identity management/Client matching, etc.).
- C.3.6.11 The FACES system shall be implemented using .NET environment.
- C.3.6.12 System documentation shall include certain items before development begins: Minimum documentation shall include User Guide, Glossary, Database ERD, Dictionary, System Interfaces Description (internal and external), System Architecture and high-level design document, HTML mock-ups of 2-3 pages based on CSS (to provide look and feel through CSS), description of middle-tier components and their interfaces, and description of presentation layer.
- C.3.6.13 FACES.NET shall be accessible to users with a minimal technical configuration as defined by CFSA.

C.4 Warranty Support for FACES.NET

The Contractor shall provide warranty support for the FACES.NET application during the base year contract period, from January 1, 2006 through September 30, 2006. The tasks to be performed during this period are:

- C.4.1 Correcting errors identified in the implementation of FACES.NET.
- C.4.2 Building and testing system modifications stemming from errors or system bugs that occurred during implementation.
- C.4.3 The Contractor shall provide workstations for all Contractor personnel involved in the project. The workstations shall meet all information and security requirements of CFSA for each machine connected to the CFSA network.

C.5 Maintenance and Support of FACES.NET

The Contractor shall provide maintenance and support for FACES.NET during the base year period of the contract, from January 1, 2006 through September 30, 2006; during the first option year, from October 1, 2006 through September 30, 2007; and during the second option year, from October 1, 2007 through September 30, 2008. The tasks to be performed during this period are:

- C.5.1 Maintain and update the Oracle database as required including backups. The backups shall be done daily with cold backups completed weekly. CFSA anticipates that this shall require one experienced Oracle database administrator.
- C.5.2 Maintain and enhance as required the FACES.NET application code. Design, build and test system modifications stemming from approved change requests.
- C.5.3 Create about 35 new reports per month and maintain the roughly 600 existing online reports. The existing reports run on a daily, weekly and/or monthly schedule.
- C.5.4 Provide three (3) FTE Network Engineers for network infrastructure support.

C.5.5 Implement the low priority enhancements that were not included in FACES.NET shall be implemented in the Maintenance and Support period of FACES.NET.

C.5.6 Provide the management oversight required to successfully perform the above tasks.

C.6 Staffing Requirements for Maintenance and Support for the Current Client-Server FACES

The Contractor shall provide maintenance and support for the current client-server version of FACES for the period October 1, 2004 through December 31, 2005.

Staffing requirements for this project are as follows:

C.6.1 Contractor Key Personnel

Key personnel and other staff, as needed, shall be located at the project site, 955 L'Enfant Plaza, S.W., Suite P-114, Washington, D.C. 20024. The Contractor shall provide all key, non-key and administrative personnel required to successfully execute the project.

The Contractor's key personnel shall include the following:

C.6.1.1 Project Manager – Project Manager shall be responsible for managing the contract team and for successfully maintaining and supporting the client-server FACES. The position requires a Bachelor's degree and a minimum of four years of management or project management experience. Relevant work experience shall include successful management of similar projects. The Project Manager shall have a minimum of three years experience in Human Services specifically in Child Welfare.

C.6.1.2 Application Technical Team Lead(s) – Application Technical Team Lead(s) shall demonstrate their expertise in system architecture, PowerBuilder design and development for PowerBuilder infrastructure. This position requires a Bachelor's degree in Information System or related area and a minimum four years in software development, and a minimum of three years in .NET expertise.

C.6.1.3 Functional Team Lead(s) - Functional Team Lead(s) shall demonstrate their expertise in specific functional

areas by creating documentation and overseeing all testing, implementation, and maintenance and support activities. This position requires a Bachelor's degree and a minimum of two years of Human Services experience. This position does not require that the person has had prior supervisory experience. Prior supervisory experience is welcomed.

C.7 Staffing Requirements for Implementation, Warranty, Maintenance and Support of FACES.NET

The Contractor shall provide implementation, warranty, maintenance and support of FACES.NET for the two year base year period from October 1, 2004 through September 30, 2006, and the two one year option periods. Option year one is from October 1, 2006 through September 30, 2007 and option year two is from October 1, 2007 through September 30, 2008.

Staffing requirements for this project are as follows:

C.7.1 Contractor Key Personnel

Key personnel and other staff, as needed, shall be located at the project site, 955 L'Enfant Plaza, S.W., Suite P-114, Washington, D.C. 20024. The Contractor shall provide all key, non-key and administrative personnel required to successfully execute the project.

The Contractor's key personnel shall include the following:

C.7.2 Project Manager – Project Manager shall be responsible for managing the contract team and for successfully implementing, providing warranty, and maintaining and supporting FACES.NET. The position requires a Bachelor's degree and a minimum of four years of management or project management experience. Relevant work experience shall include successful management of similar projects. The Project Manager shall have a minimum of three years experience in Human Services specifically in Child Welfare.

C.7.3 Application Technical Team Lead(s) – Application Technical Team Lead(s) shall demonstrate their expertise in system architecture, .NET DESIGN and development for .NET infrastructure. This position requires a Bachelor's degree in Information System or

related area and a minimum four years in software development, and a minimum of three year in .NET expertise.

C.7.4 Functional Team Lead(s) - Functional Team Lead(s) shall demonstrate their expertise in specific functional areas by creating documentation and overseeing all testing and implementation activities. This position requires a Bachelor's degree and a minimum of two years of Human Services experience. This position does not require that the person has had prior supervisory experience. Prior supervisory experience is welcome.

C.7.5. Database Administrator – Database Administrator shall be able to install, maintain, and upgrade Oracle databases, tools, and related products, troubleshoot DBMS and Applications problems, and shall assist in the design and development of new processes and technologies. Additional abilities include ongoing tuning and system performance optimization as well as backup/recovery expertise. This position requires a Bachelor's degree in Information System, Computer Science or equivalent degree and a minimum of two years of specialized experience in Oracle database administration and general experience on a multi-server local area network.

C.7.6 Network Engineers - Network Engineers shall support the client-server application and the web-enabled FACES application. Three Network Engineers are required to perform this responsibility. This position requires a Bachelor's degree in Computer Science, Engineering or other technical specialty, and shall have hands-on experience in a concentrated area of Novell NetWare 5/6X, Windows 200X, HP-UNIX or Cisco networking. Certification of MCSE, CNE, CCNP, or CCNA is required. Additional certification is welcome. Experienced Network Engineers shall have a minimum of at least three years experience supporting medium to large-scale networks in a multi-protocol environment with a varying degree of hardware and software platforms.

C.8 Provision of Hardware and Software for FACES.NET

The Contractor shall purchase all hardware and software required for the development and implementation of FACES.NET as specified in Table 3.3. CFSA has

estimated that the following hardware and software items shall be required and the Contractor shall provide CFSA with a price for these items by listing this price on Schedule B.

**Table 3.3 Contractor To Purchase of Hardware and Software for
FACES.NET**

Hardware and Software Items	Number of Items
Web application servers & associated hardware	
Application Servers	2
Web Development Server	1
Load Balancing Devices	2
Universal Power Supply	5
Web development software	
Web Development Tools	
User Interface Components	
Business Process Modeler	
Regression Testing Tool	
Internet Security Enhancements	

C.9 Contractor Workstations

The Contractor shall provide workstations for all Contractor personnel involved in the (1) maintenance and support of the client-server version of FACES and the (2) conversion of the current client-server version of FACES to a web-enabled architecture and to provide implementation, warranty, and maintenance and support. The workstations shall meet all information and security requirements of CFSA for each machine connected to the CFSA network.

C.10 Days and Times of Services

- C.10.1 The Contractor shall perform its tasks during CFSA's regular business hours, Monday through Friday, from 8:00 A.M. to 5:00 P.M. During non-regular business hours, Monday through Friday, the Contractor shall be available to provide CFSA with network and technical assistance within 30 minutes of request for assistance.
- C.10.2 The Contractor shall be available to provide network and technical assistance 24 hours per day on Saturday and Sunday and holidays observed by the District of Columbia government at the request of the CFSA Project Manager or designee.

C.10.3 The national holidays observed by the District of Columbia include:

- New Year's Day
- Dr. Martin Luther King, Jr.' Birthday Observance Day
- George Washington's Birthday Observance Day (President's Day)
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

C.11 **Additional System Requirements: Maintenance and Support of Client-Server & Implementation, Warranty, Maintenance and Support of FACES.NET**

C.11.1 The Contractor shall provide a mechanism to capture key information from other District agencies and other District users, such as the Metropolitan Police Department.

C.11.2 The Contractor shall provide an interface with the Office of Child Support and Enforcement Division pursuant to SACWIS and ACF regulations.

C.11.3 The Contractor shall ensure that any changes to existing interfaces or new interfaces which are at the request of the CFSA Project Manager or designee are implemented.

C.12 **Anticipated Project Schedule Dates**

CFSA estimates the following timelines for the project.

C.12.1 **Anticipated Project Schedule Dates for Maintaining and Supporting Client-Server FACES**

CFSA estimates the following timelines for the project.

Date	Milestone
September 30, 2004	Anticipated date of contract award
September 30, 2004	Contractor reports to CFSA project site
October 31, 2004	Contractor provides client-server FACES Project Management Plan for CFSA's approval
October 31, 2004	Contractor provides client-server FACES Maintenance

	and Support Plan for CFSA's approval
November, 2004 – December, 2005	Contractor provides monthly status report for CFSA's approval
December 31, 2005	End Maintenance and Support for FACES client-server

C.12.2 Anticipated Project Schedule Dates for Implementing, Warranty, and Maintaining and Supporting FACES.NET

CFSA estimates the following timelines for the project.

Date	Milestone
September 30, 2004	Anticipated date of contract award
September 30, 2004	Contractor reports to CFSA project site for Implementation
October 31, 2004	Contractor provides FACES.NET Project Management Plan and FACES.NET Implementation for CFSA's approval
December 31, 2004	Contractor provides Application Development Environment description
December 31, 2004	Contractor provides Design Specification for changes that require navigational changes
February 28, 2005	Contractor provides Design Specification for changes that require enhancements
February 28, 2005	Contractor provides Design Specification for maintaining existing interfaces
February 28, 2005	Contractor provides Technology Infrastructure Design
April 30, 2005	Contractor provides Application Test Plan
April 30, 2005	Contractor provides System Test Plan
April 30, 2005	Contractor provides Conversion Test Plan
April 30, 2005	Contractor provides User Acceptance Test Plan
May 31, 2005	Contractor provides Training Approach Plan
June 30, 2005	Contractor provides the Training Guide for Users and completes the Train the Trainer Workshop
June 30, 2005	Contractor provides System Documentation
August 31, 2005	Contractor provides the Technology Infrastructure Performance Test Plan
December 1, 2005	Contractor provides Warranty and Maintenance and Support Plan
January 1, 2006	Warranty & Maintenance and Support period begins
September 1, 2006	Contractor provides Maintenance and Support Plan (FY 07)
September 30, 2006	Warranty & Maintenance and Support period ends
October 1, 2006	Maintenance and Support period begins (FY 07)
September 1, 2007	Contractor provides Maintenance and Support Plan for maintaining FACES.NET (FY 08)
September 30, 2007	Maintenance and Support period ends (FY 07)

October 1, 2007
September 30, 2008

Maintenance and Support period begins (FY 08)
Maintenance and Support period ends

SECTION D
PACKAGING AND MARKING

- D.1** The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated April 2003, Attachment J.1, when applicable.
- D.2** The Contractor shall be responsible for all posting and mailing fees connected with the performance of this contract.

SECTION E INSPECTION AND ACCEPTANCE

Acceptance of the Contractor's deliverables shall be in accordance with the following acceptance criteria.

E.1 Deliverable Acceptance Criteria

The Contractor shall produce all deliverable products as specified in Section F of this contract, unless otherwise instructed by CFSA, in writing.

E.1.1 The deliverables identified in Section F shall be deemed accepted and completed when they are approved by CFSA.

E.1.2 Written documents shall be delivered as follows: three (3) original copies and one (1) electronic copy unless otherwise specified for the applicable deliverable. The copy shall be in Microsoft Word or PowerPoint and transmitted on an electronic medium such as e-mail, CD-ROM, or diskette. Planning documents (Project Management Plan, Status Reports, etc.) shall be produced in Microsoft Word, Microsoft Excel and Microsoft Project. Presentations shall be in Microsoft PowerPoint.

E.1.3 CFSA shall have twenty (20) calendar days to review each deliverable and accept or reject the deliverable in writing, with a written description of all discrepancies for correction by the Contractor. The Contractor shall resubmit corrected deliverables to CFSA within five (5) business days.

SECTION F DELIVERIES AND PERFORMANCE

F.1 Contract Type

This is a firm fixed-priced contract with payments based on the unit prices listed in Schedule B for the base year and each option year.

This firm fixed-price shall be a fully loaded fee that includes all direct and indirect costs, including travel and living expenses, to be paid to the Contractor for the performance of tasks.

F.2 Term of Contract – Period of Performance

The term of the contract shall have a base year term of two (2) years, from date of award through 24 months thereafter. The contract may be extended for two (2) one-year option periods or any fraction of the option periods. The total duration of the contract shall not exceed four (4) years.

F.3 Option to Extend

F.3.1 CFSA may extend the term of this contract for two (2) one-year option periods, or any fraction thereof, or multiple successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract. The total duration of all options shall not exceed two (2) years. The total duration of this contract, including the exercise of any options under this clause, shall not exceed four (4) years.

F.3.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.3.3 The prices for the option periods are specified on Schedule B.

F.4 Deliverables

The Contractor shall perform the tasks describe in this section and provide CFSA with all deliverables described below by the date specified. The CFSA Project Manager or designee shall review reports and provide feedback within twenty (20) business days after receiving the deliverables. The Contractor shall resubmit corrected deliverables to CFSA within five (5) business days.

F.4.1 **Maintenance and Support for Current Client–Server FACES**

The Contractor shall perform the following plans to provide maintenance and support for the current client-server version of FACES. The CFSA Project Manager or designee shall review the detailed plan of activities provided by the Contractor and shall provide feedback and approval within twenty (20) calendar days of receiving the plans/deliverables.

F.4.1.2 **Client-Server FACES Project Management Plan**

The Contractor shall provide a detailed Project Management Plan of activities, consistent with the Contractor's methodology and approach, to accomplish the maintenance and support tasks for the current client-server system. This plan shall include detailed project tasks, milestones, staffing, deliverables and timeframes associated with the documentation of enhancements, builds, user acceptance tests, and maintenance and support of the system. In addition, the Contractor shall revise and update the project plan as necessary during the period of maintenance and support of this contract as requested by the CFSA Project Manager or designee. The current client-server FACES Project Management Plan shall be submitted to CFSA for approval one month after the contract has been awarded.

F.4.1.3 **Client-Server FACES Maintenance and Support Plan**

The Contractor shall provide a detailed Maintenance and Support Plan of activities, consistent with the Contractor's methodology and approach, for maintaining the current client-server system. This plan shall explain the roles, staffing, procedures, and tools that shall be used to maintain and support the current client-server FACES. In addition, the Contractor shall revise and update the maintenance and support plan as necessary during the period of maintenance and support of this contract as requested by the CFSA Project Manager or designee. The current client-server FACES Maintenance and Support Plan shall be submitted to CFSA for approval one month after contract has been awarded.

F.4.2 **Implementation, Warranty, Maintenance and Support of FACES.NET**

The Contractor shall perform the following tasks to provide implementation, warranty, maintenance and support of the web-enabled client-server system, FACES.NET. The CFSA Project Manager or designee shall review the detailed plan of activities provided by the Contractor and shall provide feedback and approval within twenty (20) calendar days of receiving the plan. The Contractor shall resubmit corrected deliverables to CFSA within five (5) business days.

F.4.2.1 FACES.NET Project Management Plan

The Contractor shall provide a detailed Project Management Plan of activities, consistent with the Contractor's methodology and approach, to accomplish the web-enabled tasks. This plan shall include detailed project tasks, milestones, staffing, deliverables and timeframes associated with the design, build, user acceptance test, and implementation of the system. In addition, the Contractor shall revise and update the plan as necessary during the period of performance of the FACES.NET Project Plan of this contract as requested by the CFSA Project Manager or designee. The FACES.NET Project Management Plan shall be submitted to CFSA for approval one month after the contract has been awarded.

F.4.2.2 FACES.NET Implementation Plan

The Contractor shall provide a detailed Implementation Plan of activities, consistent with the Contractor's methodology and approach for implementing the FACES.NET system. This plan shall explain the roles, staffing, tools, and procedures used to implement FACES.NET. In addition, the Contractor shall revise and update the plan as necessary during the period of performance of the FACES.NET Implementation Plan of this contract as requested by the CFSA Project Manager or designee. The FACES.NET Implementation Plan shall define the Help Desk infrastructure and the configuration management process used to evaluate and implement system change requests. The FACES.NET Implementation Plan shall be submitted to CFSA for approval one month after contract has been awarded.

F.4.2.3 FACES.NET Warranty Plan

The Contractor shall provide a detailed Warranty Plan of activities, consistent with the Contractor's methodology

and approach, for warranting the FACES.NET system. The plan shall explain the roles, staffing, tools, and procedures used to identify and correct any problems in FACES.NET. In addition, the Contractor shall revise and update the plan as necessary during the period of performance of the FACES.NET Warranty Plan of this contract as requested by the CFSA Project Manager or designee. The FACES.NET Warranty Plan shall be submitted to CFSA for approval one month prior to the warranty phase.

F.4.2.4 FACES.NET Maintenance and Support Plan

The Contractor shall provide a detailed Maintenance and Support Plan of activities, consistent with the Contractor's methodology and approach, for maintaining and supporting the FACES.NET system. The plan shall explain the roles, staffing, tool, and procedures used to maintain FACES.NET. In addition, the Contractor shall revise and update the plan as necessary during the period of performance of the FACES.NET Maintenance and Support Plan of this contract as requested by the CFSA Project Manager or designee. The plan shall define the Help Desk infrastructure and the configuration management process used to evaluate and implement system change requests. The FACES.NET Maintenance and Support Plan shall be submitted to CFSA for approval one month prior to each maintenance period.

F.5 Weekly Project Status Reports

The Contractor shall provide weekly project status reports for each project in Microsoft Word. These reports shall include a task status narrative, description of tasks performed during the reporting period, and activities planned for the next reporting period. The reports shall also document outstanding issues and those resolved during the reporting period.

F.6 Weekly Status Meetings

The Contractor shall attend weekly meetings with CFSA project managers to review project status and issues. The Contractor shall participate in additional formal and informal status meetings as required to immediately notify CFSA managers and other District managers of issues affecting scope, budget, and timeframe, and additional meetings that may be required closer to implementation.

F.7 Implementation of FACES.NET

Design Specification

The Contractor shall provide a design, implementation and specification for all modules, screen modules, processes, reports, external interfaces, and database modifications that shall be in line with CFSA's business process. The design shall comply with the District web standards that are detailed in the technical requirements as specified by the Office of Chief Technology Officer, OCTO, in Section C.3.6.

F.7.1 The Design Specification shall be submitted to CFSA for approval three months after the contract has been awarded for changes that require navigational changes only.

F.7.2 The Design Specification shall be submitted to CFSA for approval five months after the contract has been awarded for changes which require enhancements due to changes in the CFSA's business process.

F.7.3. The Design Specification shall be submitted to CFSA for approval five months after the contract has been awarded for maintaining the existing interfaces with the D.C. Superior Court, Income Maintenance Administration, D.C. KIDS – Medical Provider, and the District's Office of the Chief Financial Officer (R*STARS).

F.7.4 Technology Infrastructure Design

The Contractor shall provide an n-tier Technical Infrastructure Design for approval by CFSA prior to initiating development. This design shall include all hardware, software and network components necessary to support the database, business logic, and presentation layers of the system. The Technology Infrastructure Design shall be submitted to CFSA for approval five months after the contract has been awarded.

Development

F.7.5 Application Development Environment

The Contractor shall provide an Application Development Environment description of hardware,

software, tools and methodologies to be used to develop FACES.NET. This development environment shall be independent of the production environment. This environment shall also be used to troubleshoot system bugs and develop enhancements during the implementation, warranty, maintenance and support phase and beyond. The Application Development Environment description shall be submitted to CFSA for approval three months after the contract has been awarded.

- F.7.6 After receiving approval from the CFSA Project Manager or designee for the hardware and software required in the development of FACES.NET, the Contractor shall purchase the hardware and software.

Testing

- F.7.7 Application Test Plan

The Contractor shall provide an Application Test Plan detailing the tools and methodologies to be used to test modules, screens, reports, processes and external interfaces to confirm that they meet design specifications requirements. The Application Test Plan shall be submitted to CFSA for approval seven months after the contract has been awarded.

- F.7.8 System Test Plan

The Contractor shall provide a System Test Plan detailing the methodology, technology, and processes to be used to confirm that the combined technology and application components meet system requirements. The plan shall define the scenarios and data used to conduct the test, who will be involved in executing it, the test schedule, and recommended regression testing tool and methodology. The System Test Plan shall be submitted to CFSA for approval seven months after the contract has been awarded.

- F.7.9 Conversion Test Plan

The Contractor shall provide a Conversion Test Plan detailing the methodology, technology, and processes to be used to confirm that changes in database structure result in a rigid conversion test plan. The plan shall define the scenarios and data used to conduct the test, who will be involved in executing and the test schedule.

The Conversion Test Plan shall be submitted to CFSA for approval seven months after the contract has been awarded.

F.7.10 User Acceptance Test Plan

The Contractor shall provide a User Acceptance Test Plan detailing the recommendations for the methodology, technology, and processes that the CFSA staff shall use to confirm that the production environment and application components meet business requirements. The plan shall recommend the scenarios and data to be used to conduct the test, the timeframe, and recommended regression testing tool and methodology. The User Acceptance Test Plan shall be submitted to CFSA for approval seven months after the contract has been awarded.

F.7.11 Technology Infrastructure Performance Test Plan

The Contractor shall provide a Technology Infrastructure Performance Plan detailing the tools, methodology and procedures to be used to confirm that the production technology infrastructure supports the business functions and has the capacity to maintain a defined performance level given the expected user loads. The Technology Infrastructure Performance Test Plan shall be submitted to CFSA for approval eleven months after the contract has been awarded.

Training and Documentation

F.7.12 Training Approach Plan

The Contractor shall provide a Training Approach Plan detailing the tools and methodologies to be used to develop and deliver FACES.NET training, including giving access to the user community to have access to the training database while at their workstations which shall be of similar access as they would in the classroom. The Training Approach Plan shall be submitted to CFSA for approval eight months after the contract has been awarded.

F.7.13 Training Guide for Users

The Contractor shall develop Training Guides for CFSA staff to include scenario based step-by-step policy and screen shots for each functional area, i.e., Intake, Case

Management, Provider, Finance, Contracts, etc. The Contractor shall provide web-enabled training tools for all staff. The Training Guide for Users shall be submitted to CFSA for approval nine months after the contract has been awarded.

F.7.14 Train the Trainer Workshop

The Contractor shall provide a Train the Trainer Workshop wherein the Contractor's functional experts shall train CFSA's IT trainers and other IT staff on the use of the system. The Contractor shall complete the Train the Trainer Workshop for all functional CFSA IT staff nine months after the contract has been awarded.

F.7.15 System Documentation of the Web-Enabled System

The Contractor shall provide System Documentation of the web-enabled software and how it interfaces with the network environment, including screens, reports, processes, external interfaces and the database. The Contractor shall submit the System Documentation of the web-enabled system to CFSA for approval nine months after the contract has been awarded.

F.8 Quality Assurance and Status Reporting

The Contractor shall provide written reports on a monthly basis in the form requested by the CFSA Project Manager or designee. Timely, complete and satisfactory provision of these reports by the Contractor to the CFSA Project Manager shall be a condition precedent to payment of the Contractor. The Contractor shall:

F.8.1 Complete tasks, milestones and/or deliverables identified in the statement of work and project plan and document progress in progress reports and relevant Quality Assurance Plan documents.

F.8.2 Schedule key project staff to attend, either in person or via teleconferencing, weekly status meetings (or on other schedule, as appropriate) with the CFSA and OCTO representatives.

F.8.3 Continuously communicate status of the work relative to the approved schedule. The Contractor shall notify the CFSA Project Manager of any potential problems in meeting scheduled deliverable dates.

F.8.4 Prepare written weekly status reports for the CFSA Project Manager. The report shall include a list of accomplishments during the reporting period, including completed and work in progress items; accomplishments planned for the next reporting period; identification of issues requiring management attention, including notification of any potential schedule slippage for deliverables and causes, as well as proposed corrective action.

SECTION G
CONTRACT ADMINISTRATION DATA

G.1 Invoice Submittal

G.1.1 The Contractor shall submit proper invoices on a monthly basis. (see Attachment J.11 for a sample invoice). Invoices shall be prepared in triplicate and submitted to the Agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer (CO) and the Contracting Officer's Technical Representative (COTR) specified in G.7 below. The name and address of the CFO is:

Chief Financial Officer
Child & Family Services Agency
400 Sixth Street, S.W., 2nd Floor
Washington, D.C. 20024
(202) 724-7676

To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

- G.1.2 Contractor's name, Federal tax identification number, DUNS number and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.)
- G.1.3 Contract number, and encumbrance number (block number twenty-one (21) of the Solicitation Cover Sheet)
- G.1.4 Description, price, quantity and the date(s) that the supplies/services were actually delivered and/or performed.
- G.1.5 Other supporting receipts, documentation or information, as required by the Contracting Officer.
- G.1.6 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be delivered.
- G.1.7 Name, title, telephone number and mailing address of person to be notified in the event of a defective invoice.
- G.1.9 Timely, complete and satisfactory provision of the Quality Assurance and Status Reporting and other

deliverables specified in Section F shall be a condition precedent for payment to Contractor.

G.1.10 Authorized signature.

G.2 Invoice Payment

G.2.1 The District shall make payments to the Contractor on a monthly basis upon the submission of proper invoices or vouchers, at the prices stipulated in this contract, for supplies delivered and accepted and/or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.2.2 The District shall pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.3 Assignments

G.3.1 In accordance with 27 DCMR § 3250, unless otherwise prohibited by this contract, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

G.3.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.3.3 Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the Contractor, not the Assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____, make payment of this invoice to

(name and address of assignee).

G.4 Contracting Officer (CO)

Contracts may be entered into and signed on behalf of the District of Columbia only by the Contracting Officer. The address and telephone number of the Contracting Officer is:

Samuel J. Feinberg, CPPO, CPPB
Acting Contracts and Procurement Administrator
Agency Chief Contracting Officer
Government of the District of Columbia
Child and Family Services Agency
955 L'Enfant Plaza, S.W.
Suite 5200
Washington, D.C. 20024
(202) 727-7415

G.5 Authorized Changes by the Contracting Officer

- G.5.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.5.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- G.5.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.6 Contracting Officer's Technical Representative (COTR)

- G.6.1 The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The contract information for the COTR shall be identified by CFSA upon the commencement of the contract. The COTR shall identify any occurrences where liquidated damages are to be considered for assessment against the Contractor and provide that information to the Contracting Officer.
- G.6.2 It is understood and agreed that the COTR shall not have authority to make any changes in the

specifications/scope of work or terms and conditions of the contract.

- G.6.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer, may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 Management of Two Contractor Process

Should CFSA select two different Contractors, one Contractor to maintain and support the client-server FACES and a different Contractor to implement, warranty, and maintain and support FACES.NET, there shall be a clear change management process.

H.1.1 CFSA with Contractor support shall establish a change request ticket system. Change requests are requests for the modification of FACES (i.e., user interface screens, business logic, reports and/or database) to provide enhanced functionality or fix bugs. The list of change requests shall be easily identifiable and trackable whether to fix defects in the client-server, FACES, or fix defects in the web-enabled FACES.NET system.

H.1.2 CFSA Project Manager and technical staff shall participate in regular scheduled meetings with the client-server FACES Project Manager and the FACES.NET Project Manager, and other Contractor technical staff.

H.2 Key Personnel

There shall be no substitutions of the Key Personnel without prior written approval of the CFSA Project Manager. The CFSA Project Manager shall approve all key personnel proposed by the Contractor to work under this contract, prior to the individual beginning work. CFSA may require for any reason, and at any time, that the Contractor remove and/or replace Contractor personnel or subcontractor personnel. At a minimum, CFSA shall designate critical senior team staff as key personnel, including the Contractor's Project Manager, Application Technical Lead, Database Administrator, Functional Team Leads and the Network Engineers.

H.3 Performance Bond

For the term of the contract, including option years, the Contractor shall provide a performance bond. The amount of the performance bond shall be equal to 20 percent of the total amount of the contract.

The offeror shall enclose a letter of commitment from a bonding company for the performance bond with its proposal. The performance bond shall be submitted to CFSA prior to its notice of intent to award a contract.

H.4 Liquidated Damages

CFSA shall assess liquidated damages in an amount of \$150.00 per day against the Contractor for failure to perform the tasks required in this contract.

The Contractor shall be liable for liquidated damages accruing until the time the District is able to award said contract to a qualified responsive and responsible Contractor. Additionally, if a Contractor is found to be in default of said Contract under the Default Clause of the Standard Contract Provisions, the original Contractor is completely liable for any and all total cost differences between their Contract and the new Contract awarded by CFSA to the replacement Contractor.

H.4 Other Special Provisions

H.4.1 Contractor shall follow the direction of the CFSA Project Manager, unless the CFSA Project Manager expressly assigns a designee.

H.4.2 The Contractor shall provide the CFSA Project Manager with weekly status updates to project plans.

H.4.3 The Contractor shall promptly implement directives from the CFSA Project Manager that have received written approval from the Contracting Officer to make minor modifications, additions and/or deletions to any portion of this contract's description of services, provided that the directives do not materially change the description of work. Before implementing any directive, the Contractor shall immediately advise the District in writing of any cost or schedule impact that may result from the directives.

The Contractor shall not act upon the directive, and shall not deviate from the approved plan, until the District issues a written change order.

H.4.4 The Contractor shall assign a project manager as Contractor's Chief representative for this project. This representative shall have the authority to make binding decisions between the Contractor and the other team members. The representative shall be in charge of all members of the Contractor team assigned to the project and will be the main point of contact. All correspondence, conferences, meetings and questions concerning the project directed to the Contractor and its

subcontractors shall be through this person. The representative shall be personally available at all times during working hours from the beginning of the work through its completion.

- H.4.4 The CFSA shall approve any Subcontractor prior to performing work under this contract.
- H.4.5 The CFSA may direct the Contractor to remove any Contractor or Sub Contractor staff that CFSA finds unacceptable. The Contractor shall immediately remove such personnel and, if requested, replace with new individual(s) satisfactory to CFSA.
- H.4.6 The Contractor shall prepare detailed agenda and minutes for all meetings called by the Contractor. The agendas shall identify in detail the specific items planned for discussion, and shall be distributed to proposed attendees well in advance of the meetings. The minutes shall identify parties responsible for each action item, including deadlines, and shall record decisions made and the basis for each decision.
- H.4.7 Any and all Contractor-produced work products and deliverables, including all documents, graphics and software that are produced by Contractor in connection with the description of services become the exclusive property of the Government of the District of Columbia. The Contractor, by acceptance of the description of services, provides an exclusive and indefeasible license and copyright for unlimited use, copy and distribution by CFSA of subject work products and deliverables, in hard copy and/or soft copy (i.e., electronic, magnetic recording, etc.) form. The Contractor shall deliver to CFSA District camera-ready hard copies and soft copies (on CD-ROM or other agreed upon media) of all such work products and deliverables within 5 business days of completion.

SECTION I CONTRACT CLAUSES

I.1 Audits, Records, and Record Retention

- I.1.1 At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. For cost reimbursement contracts, any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.

- I.1.2 The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.

- I.1.3 The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

- I.1.4 The Contractor shall assure that these records shall be available at all reasonable times to inspect, review, or audit by Federal, and District agencies, or other personnel duly authorized by the Contracting Officer.

- I.1.5 Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

- I.1.6 The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

I.2 Publicity

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before, any of its officers, agents, employees and/or subcontractor, either during or after expiration or termination of the contract, make any statement, and/or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

I.3 Conflict of Interest

I.3.1 No official or employee of the District of Columbia or the federal government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code § 2-310.01 and Chapter 18 of the DC Personnel Regulations).

I.3.2 The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

I.4 Applicability of Standard Contract Provisions

The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated April 2003, (Attachment J.1), the District of Columbia Procurement Practices Act of 1985, as amended, and Title 27 of the District of Columbia Municipal Regulations, as amended, are incorporated as part of the contract resulting from this solicitation.

I.5 Contracts that Cross Fiscal Years

Continuation of this contract beyond the fiscal year is contingent upon future fiscal appropriations.

I.6

HIPAA PRIVACY COMPLIANCE

I.6.1

Definitions

- (a) "Contractor" shall mean the Contractor awarded under this RFP.
- (b) "CFSA" shall mean the District of Columbia, Child and Family Services Agency
- (c) "Designated Record Set" means:
 - 1. A group of records maintained by or for CFSA that is:
 - (i) The medical records and billing records about individuals maintained by or for a covered health care provider;
 - (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 - (iii) Used, in whole or in part, by or for CFSA to make decisions about individuals.
 - 2. For purposes of this paragraph, the term record means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for CFSA.
- (d) Individual shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (e) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- (f) Protected Health Information. "Protected Health Information" shall have the meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Contractor from or on behalf of CFSA.
- (g) Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
- (h) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

I.6.2

Obligations and Activities of Contractor

(a) Contractor agrees to not use or disclose Protected Health Information other than as permitted or required by this HIPAA Privacy Compliance Clause (this Clause) or as Required By Law.

(b) Contractor agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Clause.

(c) Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Clause.

(d) Contractor agrees to report to CFSA any use or disclosure of the Protected Health Information not provided for by this Clause of which it becomes aware.

(e) Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of CFSA, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.

(f) Contractor agrees to provide access, at the request of CFSA, and in the time and manner prescribed by the Contracting Officer, to Protected Health Information in a Designated Record Set, to CFSA or, as directed by CFSA, to an Individual in order to meet the requirements under 45 CFR 164.524.

(g) Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that CFSA directs or agrees to pursuant to 45 CFR 164.526 at the request of CFSA or an Individual, and in the time and manner prescribed by the Contracting Officer.

(h) Contractor agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, CFSA, available to the CFSA, or to the Secretary, in a time and manner prescribed by the Contracting Officer or designated by the Secretary, for

purposes of the Secretary determining CFSA's compliance with the Privacy Rule.

(i) Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for CFSA to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(j) Contractor agrees to provide to CFSA or an Individual, in time and manner prescribed by the Contracting Officer, information collected in accordance with Section (i) above, to permit CFSA to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

I.6.3

Permitted Uses and Disclosures by Contractor

(a) Refer to underlying services agreement. Except as otherwise limited in this Clause, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, CFSA as specified in this contract, provided that such use or disclosure would not violate the Privacy Rule if done by CFSA or the minimum necessary policies and procedures of CFSA.

(b) Except as otherwise limited in this Clause, Contractor may use Protected Health Information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor.

(c) Except as otherwise limited in this Clause, Contractor may disclose Protected Health Information for the proper management and administration of the Contractor, provided that disclosures are Required By Law, or Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) Except as otherwise limited in this Clause, Contractor may use Protected Health Information to

provide Data Aggregation services to CFSA as permitted by 42 CFR 164.504(e)(2)(i)(B).

(e) Contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

I.6.4 Obligations of CFSA

(a) CFSA shall notify Contractor of any limitation(s) in its notice of privacy practices of CFSA in accordance with 45 CFR 164.520, to the extent that such limitation may affect Contractor's use or disclosure of Protected Health Information.

(b) CFSA shall notify Contractor of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Contractor's use or disclosure of Protected Health Information.

(c) CFSA shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that CFSA has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Contractor's use or disclosure of Protected Health Information.

I.6.5 Permissible Requests by CFSA

CFSA shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by CFSA.

I.6.6 Term and Termination

(a) Term. The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of contract award, and shall terminate when all of the Protected Health Information provided by CFSA to Contractor, or created or received by Contractor on behalf of CFSA, is destroyed or returned to CFSA, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause. Upon CFSA's knowledge of a material breach of this Clause by Contractor, CFSA shall either:

(1) Provide an opportunity for Contractor to cure the breach or end the violation and terminate the contract if Contractor does not cure the breach or end the violation within the time specified by CFSA;

(2) Immediately terminate the contract if Contractor has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or

(3) If neither termination nor cure are feasible, CFSA shall report the violation to the Secretary.

(c) Effect of Termination.

(1) Except as provided in Section I.6.6(c)(2), upon termination of the contract, for any reason, Contractor shall return or destroy all Protected Health Information received from CFSA, or created or received by Contractor on behalf of CFSA. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.

(2) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to CFSA notification of the conditions that make return or destruction infeasible. Upon determination by the Contracting Officer that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

I.6.7

Miscellaneous

(a) Regulatory References. A reference in this Clause to a section in the Privacy Rule means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Clause from time to time as is necessary for CFSA to comply with the requirements of the Privacy Rule and the Health

Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.

(c) Survival. The respective rights and obligations of Contractor under Section 1.6.6 of this Clause and Sections 9 and 20 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, effective April 2003, shall survive termination of the contract.

(d) Interpretation. Any ambiguity in this Clause shall be resolved to permit CFSA to comply with the Privacy Rule.

I.7 Confidentiality of Information

All information obtained by the Contractor relating to any employee of the District or customer of the District shall be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

The Contractor shall sign a Confidentiality Agreement and shall abide by the information and security documents regarding the children and families in CFSA's care.

I.8 Time

Time, if stated in a number of days, shall include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.9 Restriction on Disclosure and Use of Data

Offerors who include in their proposal data that they do not want disclosed to the public or used by the District Government except for use in the procurement process shall:

1.9.1 Mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District Government and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District Government shall have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this data if it is obtained from another source. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets)."

- 1.9.2 Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

I.10 Rights in Data

- I.10.1 "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

- I.10.2 (a) The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts.

(b) Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and

pricing, and management data or other information incidental to contract administration.

- I.10.3** The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.10.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.10.5** All data first produced in the performance of this contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.10.6** The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials,

listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, not withstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

- I.10.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
 - I.10.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
 - I.10.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and
 - I.10.6.4 Modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.10.7** The restricted rights set forth in section I.10.6 are of no effect unless

(i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No.

With _____(Contractor's Name) and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the

contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

- I.10.8** In addition to the rights granted in Section I.10.9 below, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.10.9 below, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.10.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use Section I.10 in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.10.10** For all computer software furnished to the District with the rights specified in Section I.10.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.10.5. For all computer software furnished to the District with the restricted rights specified in Section I.10.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by the court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.10.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.10.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.10.13 Paragraphs I.10.6, I.10.7, I.10.8, I.10.11 and I.10.13 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

I.11 Other Contractors

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District Contractor or by any District employee.

I.12 First Source Employment Agreement

The Contractor shall maintain compliance with the terms and conditions of the First Source Employment Agreement, Attachment J.4 executed between the District of Columbia and the Contractor throughout the entire duration of the contract, including option periods, if any.

I.13 Subcontracts

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District shall have the right to review and approve prior to its execution to the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this

contract. Notwithstanding any such subcontractor approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.14 Continuity of Services

I.14.1 The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District Government or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

I.14.1.1 Furnish phase-out, phase-in (transition) training and documentation; and

I.14.1.2 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

I.15 Insurance

The Contractor shall procure and maintain, at its own cost and expense, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverages prior to commencing work. All insurance shall be procured from insurers authorized to do business in the jurisdiction where operations are to be performed. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at his option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 days prior written notice to be given to the District in the event coverage is substantially changed, canceled or nonrenewed. If the insurance provided is not in compliance with all the requirements herein, The District maintains the right to stop work until proper evidence is provided.

Evidence of insurance shall be submitted to:

Samuel J. Feinberg, CPPO, CPPB
Acting Contracts and Procurement Administrator

Agency Chief Contracting Officer
Government of the District of Columbia
Child and Family Services Agency
955 L'Enfant Plaza, S.W.
Suite 5200
Washington, D.C. 20024

I.15.1 **Workers' Compensation**

A policy complying with the requirements of the statutes of the jurisdiction(s) in which the contract work will be performed, covering all employees of the Contractor. Employer's Liability coverage with limits of liability of not less than \$100,000/ accident, \$100,000/ disease, \$500,000/ disease policy limit shall be included.

I.15.2 **Commercial General Liability Insurance**

A policy issued to and covering liability imposed upon the Contractor with respect to all work to be performed and all obligations assumed by the Contractor under the terms of this contract. Products-completed operations, independent contractors, and contractual liability coverages are to be included. If any machinery, equipment, storage containers or anything else that has the potential for releasing contaminants (e.g., fuels, lubricants, etc.) into the environment will be brought onto the job site, the policy shall be endorsed to provide coverage for sudden and accidental pollution. The District is to be designated as an additional insured with respect to operations to be performed. Coverage under this policy, or policies, shall have limits of liability of not less than \$1,000,000 per occurrence, combined single limit for bodily injury (including disease or death), personal injury and property damage (including loss of use) liability.

I.15.3 The insurance policies required by this section shall contain the following endorsement:

"It is hereby understood and agreed that the insurer may not cancel, fail to renew, or reduce the coverage or liability limits of this policy unless the insurer provides the contacting entity, licensing agency, and the Office of the City Administrator with written notice of an intent to take such action at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance of any other such action. The insurer

shall serve notice to the following persons by certified mail, return receipt requested:

Samuel J. Feinberg, CPPO, CPPB
Acting Contracts and Procurement Administrator
Agency Chief Contracting Officer
Government of the District of Columbia
Child and Family Services Agency
955 L'Enfant Plaza, S.W.
Suite 5200
Washington, D.C. 20024

Office of the City Administrator
Attention Risk Management Officer
441 4th Street, NW
Suite 800S
Washington, D.C. 20001

- I.15.4 The Contractor shall defend, indemnify and hold the contracting entity, licensing agency, and the District of Columbia government, and its elected and appointed officials and officers, employees, agents and representatives, harmless from and against any and all injuries, claims, demands, judgments, suits in law and equity (including without limitation, habeas corpus actions), actions before administrative tribunals, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, that actually or allegedly, in whole or in part, arise out of, or result from:
- I.15.4.1 Operating a facility;
- I.15.4.2 Performing or failing to perform duties required by or reasonably related to the requirements of the contract between the facility and the contracting entity; or
- I.15.4.3 Providing or offering services, whether or not caused by the facility or its affiliates, officers, employees, agents, contractors or subcontractors; whether or not such acts or omissions were alleged or proven to have been caused in whole or in part by the contracting entity, the licensing agency or the District of Columbia government, and whether or not such acts or omissions are authorized, allowed or prohibited by this Chapter. The facility's indemnity obligations under this section shall not apply to any injuries, claims, demands, judgments, damages, losses or expenses to the extent arising out of or resulting from the gross negligence or willful misconduct by the contracting entity; the licensing agency or the District of Columbia government, or their

officials, officers, employees, agents or representatives, provided that no such gross negligence or willful misconduct, alleged or actual, shall affect the facility's obligation to defend the contracting entity, licensing agency, and the District of Columbia government.

- I.15.4.4 Contractors shall provide copies of the policies for any or all of the insurance required by this section to the contracting entity and licensing agency upon written request.

I.16 Equality Employment Opportunity

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment J.6. An award cannot be made to any offeror who has not satisfied the equal employment requirements as set forth by the Department of Human Rights and Local Business Development.

I.17 Pre-Award Approval

The award and enforceability of this contract is contingent upon Council Approval. In accordance with the Council Contract Review Criteria Amendment Act of 1999, D.C. Official Code 2-301.05(a).

SECTION J LIST OF ATTACHMENTS

The following document is attached, and incorporated by reference into the RFP and shall become incorporated into any resulting contract:

- J.1** Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated April 2003

The following documents are attached and incorporated by reference into the RFP, and must be completed and returned with the Offerors' proposal:

- J.2** Department of Employment Services Tax Certification Affidavit
- J.3** Office of Tax and Revenue Tax Certification Affidavit
- J.4** First Source Employment Agreement
- J.5** LSDBE Certification Package
- J.6** E.E.O. Compliance Documents
- J.7** Certified Cost and Pricing Data Form
- J.8** Budget Instructions and Budget Package

The following documents are incorporated by reference in the RFP and shall become incorporated into any resulted contract:

- J.9** LaShawn A. v. Williams Implementation Plan, approved on May 15, 2003
- J.10** LaShawn A. v. Williams Modified Final Order, dated November 18, 1993 (This document will be mailed to offerors).
- J.11** Sample Invoice (This document will be mailed to offerors).

The following exhibits are incorporated by reference and shall become incorporated into any resulted contract.

Exhibit A CFSA Business Process Mapping

Exhibit B FACES Screen Names

Exhibit C CFSA Project Teams

Exhibit D List of Items in CFSA Library

**SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER
STATEMENTS OF OFFERORS**

K.1 Tax Certification

Each offeror shall submit with its offer, a sworn Tax Certification Affidavit for the Department of Employment Services (Attachment J.2) and for the Office of Tax and Revenue (Attachment J.3).

K.2 Authorized Negotiators

The offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

K.3 Type of Business Organization

K.3.1 The offeror, by checking the applicable box, represents that

(a) It operates as:

_____ a corporation incorporated under the laws
 of the State of _____
_____ an individual,

_____ a partnership
_____ a nonprofit organization, or
_____ a joint venture; or

(b) If the offeror is a foreign entity, it operates as:

_____ an individual
_____ a joint venture, or
_____ a corporation registered for business in

(Country)

K.4**Employment Agreement**

For all offers over \$100,000, except for those in which the offeror is located outside the Washington Metropolitan Area and will perform no work in the Washington Metropolitan Area, the following certification is required (see Clause 28 of the Standard Contract Provisions). The offeror recognizes that one of the primary goals of the District government is the creation of job opportunities for bona fide District residents. Accordingly, the offeror agrees to pursue the District's following goals for utilization of bona fide residents of the District of Columbia with respect to this contract and in compliance with Mayor's Order 83-265 and implementing instructions: (1) at least 51% of all jobs created as a result of this contract are to be performed by employees who are residents of the District of Columbia; and (2) at least 51% of apprentices and trainees shall be residents of the District of Columbia registered in programs approved by the D.C. Apprenticeship Council. The offeror also agrees to notify all perspective subcontractors, prior to execution of any contractual agreements, that the subcontractors are expected to implement Mayor's Order 83-265 in their own employment practices.

The offeror certifies that it intends to enter into a First Source Employment Agreement with the District of Columbia Department of Employment Services (DOES). Under this First Source Employment Agreement, the offeror will use DOES as the first source for recruitment and referral of any new employees. The offeror shall negotiate the First Source Employment Agreement directly with DOES. Nothing in this certification or the First Source Employment Agreement shall be construed as requiring the offeror to hire or train persons it does not consider qualified based on standards the offeror applies to all job applicants.

Name _____
Title _____

Signature _____
Date _____

K.5**Certification as to Compliance with Equal Opportunity Obligations**

The Office of Human Rights' regulations, Chapter 11, "Compliance with Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) is included as a part of this solicitation and requires the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror _____

Date _____

Name _____

Title _____

Signature _____

Offeror ____ has ____ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Offeror ____ has ____ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors. (The above representations need not be submitted in connection with contracts or subcontracts, which are exempt from the Mayor's Order.)

K.6**Walsh-Healy Act**

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healy Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

- (a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

If your offer is \$10,000, or more, the following information **MUST** be furnished:

- (c) Regular Dealer

_____ The offeror is a Regular Dealer.

_____ The offeror is not a Regular Dealer.

- (d) Manufacturer

_____ The offeror is a Manufacturer.

_____ The offeror is not a Manufacturer.

K.7

Buy American Certification

The offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 29 of the Standard Contract Provisions, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____ EXCLUDED
END PRODUCTS

COUNTRY OF ORIGIN

K.8

Officers Not to Benefit Certification

Each offeror shall check one of the following:

_____ No person listed in Clause 17 of the Standard Contract Provisions will benefit from this contract.

_____ The following person(s) listed in Clause 17
may benefit from this contract. For each
person listed, attach the affidavit required
by Clause 17 of the Standard Contract
Provisions.

K.9**Certification of Independent Price Determination**

- (a) Each signature of the offeror is considered to be a certification by the signatory in accordance with D.C. Official Code § 2-3-3.16 that:
 - 1) The prices in this Contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:
 - (i) those prices
 - (ii) the intention to submit a Contract, or
 - (iii) the methods or factors used to calculate the prices in the Contract;
 - 2) The prices in this Contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before Contract opening unless otherwise required by law; and
 - 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a Contract for the purpose of restricting competition.
 - (b) Each signature on the offer is considered to be a certification by the signatory that the signatory:
 - 1) Is the person in the offeror's organization responsible for determining the prices being offered in this Contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - 2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:
-

(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the offeror's organization);

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2)(I) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (b) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.10 Financial Capability

The offeror shall submit with its proposal audited and certified or compiled financial statements for the last three years (2001, 2002, 2003) prepared in accordance with generally accepted accounting principles.

K.11 Performance Bond

The offeror shall enclose a letter of commitment from a bonding company for the performance bond with its proposal.

K.12 References

The offeror shall submit with its proposal a minimum of three (3) client references for projects of similar size and scope that have been completed within the last three years (2001, 2002, 2003). If the offeror has developed SACWIS applications, they should be noted.

K.13 Key Personnel

Staffing Requirements for Maintenance and Support for the Current Client-Server FACES

Staffing requirements for maintenance and support for the current client-server FACES are as follows:

K.13.1 Contractor Key Personnel

Key personnel and other staff, as needed, shall be located at the project site, 955 L'Enfant Plaza, S.W., Suite P-114, Washington, D.C. 20024. The Contractor shall provide all key, non-key and administrative personnel required to successfully execute the project.

The Contractor's key personnel shall include the following:

K.13.2. Project Manager - Project Manager shall be responsible for managing the contract team and for successfully maintaining and supporting the client-server FACES. The position requires a Bachelor's degree and a minimum of four years of management or project management experience. Relevant work experience shall include successful management of similar projects. The Project Manager shall have a minimum of three years experience in Human Services specifically in Child Welfare.

K.13.3 Application Technical Team Lead(s) - Application Technical Team Lead(s) shall demonstrate their expertise in system architecture, PowerBuilder design and development for PowerBuilder infrastructure. This position requires a Bachelor's degree in Information System or related area and a minimum four years in software development, and a minimum of three years in .NET expertise.

K.13.4 Functional Team Lead(s) - Functional Team Lead(s) shall demonstrate their expertise in specific functional areas by creating documentation and overseeing all testing, implementation, and maintenance and support activities. This position requires a Bachelor's degree and a minimum of two years of Human Services experience. This position does not require that the person has had prior supervisory experience. Prior supervisory experience is welcomed.

K.14 Staffing Requirements for Implementation, Warranty, Maintenance and Support of FACES.NET

Staffing requirements for implementation, warranty, maintenance and support are as follows:

K.14.1 Contractor Key Personnel

Key personnel and other staff, as needed, shall be located at the project site, 955 L'Enfant Plaza, S.W., Suite P-114, Washington, D.C. 20024. The Contractor shall provide all key, non-key and administrative personnel required to successfully execute the project. The Contractor's key personnel shall include the following:

- K.14.2 Project Manager - Project Manager shall be responsible for managing the contract team and for successfully implementing, providing warranty, and maintaining and supporting FACES.NET. The position requires a Bachelor's degree and a minimum of four years of management or project management experience. Relevant work experience shall include successful management of similar projects. The Project Manager shall have a minimum of three years experience in Human Services specifically in Child Welfare.
- K.14.3 Application Technical Team Lead(s) - Application Technical Team Lead(s) shall demonstrate their expertise in system architecture, .NET DESIGN and development for .NET infrastructure. This position requires a Bachelor's degree in Information System or related area and a minimum four years in software development, and a minimum of three year in .NET expertise.
- K.14.4 Functional Team Lead(s) - Functional Team Lead(s) shall demonstrate their expertise in specific functional areas by creating documentation and overseeing all testing and implementation activities. This position requires a Bachelor's degree and a minimum of two years of Human Services experience. This position does not require that the person has had prior supervisory experience. Prior supervisory experience is welcome.
- K.14.5. Database Administrator - Database Administrator shall be able to install, maintain, and upgrade Oracle databases, tools, and related products, troubleshoot DBMS and Applications problems, and shall assist in the design and development of new processes and technologies. Additional abilities include ongoing tuning and system performance optimization as well as backup/recovery expertise. This position requires a Bachelor's degree in Information System, Computer

Science or equivalent degree and a minimum of two years of specialized experience in Oracle database administration and general experience on a multi-server local area network.

- K.14.6. Network Engineers - Network Engineers shall support the client-server application and the web-enabled FACES application. Three Network Engineers are required to perform this responsibility. This position requires a Bachelor's degree in Computer Science, Engineering or other technical specialty, and shall have hands-on experience in a concentrated area of Novell NetWare 5/6X, Windows 200X, HP-UNIX or Cisco networking. Certification of MCSE, CNE, CCNP, or CCNA is required. Additional certification is welcome. Experienced Network Engineers shall have a minimum of at least three years experience supporting medium to large-scale networks in a multi-protocol environment with a varying degree of hardware and software platforms.

K.15 Legal Status of Offeror

Each proposal must provide the following information:

- K.15.1 Name, Address, Telephone Number, Federal tax identification number and DUNS Number of offeror;
- K.15.2 District of Columbia registration or certification, , if required by law to obtain such license. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- K.15.3 If the offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.
- K.15.4 The District reserves the right to request additional information regarding the offeror's organizational status.

K.16 Standards of Responsibility

The prospective Contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements, therefore, the

prospective Contractor must submit the documentation listed below, within five (5) days of the request by the District.

- K.16.1 Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- K.16.2 Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- K.16.3 Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- K.16.4 Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.
- K.16.5 Furnish evidence of a satisfactory performance record, and satisfactory record of integrity and business ethics.
- K.16.6 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- K.16.7 If the prospective Contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective Contractor to be non-responsible.

SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 Contract Award

- L.1.1 CFSA shall award either one or two contracts to the responsive, responsible offeror(s) whose offer conforms to the solicitation (RFP) and is evaluated to be the best value to the District considering price, technical and other factors, specified elsewhere in this solicitation (RFP).
- L.1.2. CFSA has a need for a Contractor(s) to (1) provide maintenance and support for its current Statewide Automated Child Welfare System (SACWIS) client-server, named FACES, and to (2) convert the current client server FACES to a web-enabled architecture and to provide ongoing support as set out in the Description of Services.
- L.1.3. CFSA may award (1) one contract to provide maintenance and support for the current client-server FACES and (2) one contract to provide implementation, warranty, maintenance and support for a web-enabled version of FACES and to provide ongoing support for this system.

OR

- L.1.4. CFSA may award one contract to provide both services described above.
- L.1.5. CFSA may award the contract(s) on the basis of initial offers received without discussions. Therefore, each initial proposal should contain the offeror's best terms from a standpoint of price, technical and other factors.

L.2 Pre-Proposal Conference

There shall be a Pre-Proposal Conference to be held on June 29, 2004 for all interested parties. This is an optional Pre-Proposal Conference and attendance is not mandatory. However, CFSA does encourage all prospective offerors to attend. The location and time for the Pre-Proposal Conference shall be as follows:

Location: Child and Family Services Agency
 955 L'Enfant Plaza, S.W.

Suite 5200
Washington, D.C. 20024

Date: June 29, 2004
Time: 10:00 AM

Nature of Discussions: All technical and procedural questions submitted in compliance with the requirements of the RFP shall be addressed at the conference. Additional questions, which may be posted at the conference, shall be accepted, and CFSA shall provide written answers by written amendment to the RFP. Offerors are cautioned that oral responses are not binding on CFSA.

Impromptu questions shall be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the Pre-Proposal Conference are only intended for general discussion and do not represent the District's final position. All oral questions shall be submitted in writing following the close of the Pre-Proposal Conference but no later than five business days after the Pre-Proposal Conference in order to generate an official answer. Official answers shall be provided in writing to all prospective bidders who are listed on the official bidder's list as having received a copy of the solicitation.

L.3

Questions and Explanations to Prospective Offerors

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question(s) in writing to the Contracting Officer at:

Samuel J. Feinberg, CPPO, CPPB
Acting Contracts and Procurement Administrator
Agency Chief Contracting Officer
Government of the District of Columbia
Child and Family Services Agency
955 L'Enfant Plaza, S.W.
Suite 5200
Washington, D.C. 20024

The prospective offeror shall submit questions no later than ten (10) calendar days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than ten (10) calendar days before the date set for submission of the

proposal. The District shall furnish responses promptly to all other prospective offerors. An amendment to the solicitation shall be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding. Lack of compliance with these requirements shall be cause for prospective offerors to be found non-responsive to this solicitation.

L.4

Proposal Submission Date and Time

Proposals must be submitted no later than 12:00 noon August 2, 2004.

L.5

Preparation, and Submission of Proposals

Proposals shall be prepared in accordance with instructions set out below, with a clear and concise description of the offerors capabilities to satisfy the requirements in all sections of the RFP. All pages must be numbered. The offeror must respond to all points that require a response. An offeror's proposal may be rejected if it fails to respond adequately to the RFP requirements.

Proposals shall be typewritten in 12-point font size on 8.5" by 11" bond paper. ***Telephonic and telegraphic proposals will not be accepted.*** Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Request for Proposals No. CFSA-04-R-0011, Maintenance and Support of of the District of Columbia Statewide Automated Child Welfare Information System (SACWIS), named FACES, and Conversion of the client-server to a web-enabled architecture and to Provide Warranty and Maintenance and Support, (Title and Name of Offeror).

The offeror shall submit its responses to this RFP in two parts:

- a) Part 1: Technical Proposal for Maintenance and Support for the current client-server FACES
 - b) Part 2: Price Proposal
- or

- a) Part 1: Technical Proposal for Implementation, Warranty, and Maintenance and Support of FACES.NET
- b) Part 2: Price Proposal
or
- a) Part 1: Technical Proposal for Maintenance and Support for the current client-server FACES and Implementation, Warranty, and Maintenance and Support of FACES.NET
- b) Part 2: Price Proposal

Under separate covers, offerors shall submit one (1) original and five (5) copies of the technical proposal and one (1) original and five (5) copies of the price proposal.

In addition, offerors shall sign with an original signature all documents to be submitted in Section K or other attachments to the RFP.

All submissions shall be clearly marked "Technical Proposal", "Price Proposal", or "Section K and Other Attachments" and be placed in the sealed conspicuously marked envelope. Proposals signed by an Officer must be accompanied by evidence of the Officer's authority to submit the proposal. By signing The Solicitation, Offer and Award Form, the Officer represents that he/she is authorized to submit an offer.

L.6 Technical Proposal Requirements

The offeror shall include the following components in Part 1: Technical Proposal:

L.6.1 Project Management Approach for Client-Server FACES and FACES.NET

The offeror shall submit a description of its approach to managing project tasks and deliverables. Outline procedures, methodologies and tools used by the offeror to support execution of project tasks. Describe issue identification and resolution process. Prepare and submit high-level project plan to demonstrate understanding of the task performance requirements and schedule and establish expected levels of effort. This plan shall include:

- a) The offeror's proposed breakdown of the work by tasks and the intermediate milestones associated with the proposed tasks
- b) The offeror's quality assurance plan for how quality is maintained and errors minimized as the SACWIS application is switched from a client-server to an n-tier web-based architecture.
- c) An organizational chart showing how the project team relates to the company's overall management structure
- d) If the offeror is proposing to subcontract any portion of the work, the offeror's plan for effectively managing the subcontractor's work.

L.6.2 Maintenance and Support Approach for Client-Server FACES

The offeror shall describe its approach to maintaining and supporting the client-server FACES.

L.6.3 Implementation, Warranty, and Maintenance and Support Approach for FACES.NET

The offeror shall describe its approach implementing, warranty, and maintaining and supporting FACES.NET.

L.6.3.1. Implementation Approach for FACES.NET

The offeror shall describe its approach to completing the design, development and implementation of the web-enabled SACWIS.

L.6.3.2. Warranty Approach for FACES.NET

The offeror shall describe how it will handle warranty issues for the web-enabled SACWIS.

L.6.3.3 Maintenance and Support Approach for FACES.NET

The offeror shall describe its approach to performing the maintenance and support tasks for FACES.NET.

L.7 Staffing Approach

- L.7.1** The offeror shall describe its plan for meeting staffing requirements.

- L.7.2 The offeror shall provide resumes of proposed staff that will demonstrate their ability to perform required tasks.
- L.7.3 The offeror shall propose specific individuals for all key positions and shall guarantee their availability for this project.
- L.7.4 The offeror shall provide a staffing chart showing the tasks to which each proposed person and/or labor category would be assigned and the percentage of effort allocated to the task. Key professional staff shall have experience developing web-based applications of similar scale and complexity.

L.8 Experience of Offeror

The offeror shall provide an overview of the firm's qualifications, particularly as related to the requirements. Preference shall be given to offerors with successful experience in developing SACWIS applications.

L.9 Price Proposal Requirements

The offeror shall include the following components in Part 2: Price Proposal:

L.9.1 Proposed Pricing

The offeror shall propose a firm-fixed price for all activities defined in Section C for each major task.

The offeror shall submit a price proposal in accordance with Section B.

In addition, the offeror shall provide Certified Cost and Pricing Data (Attachment J.7) and Budget Information (Attachment J.8) by completing these documents. Cost and Pricing Data encompasses all facts of the time or price agreement that prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost and pricing data are factual, not judgmental, and are therefore verifiable. While they do not indicate the accuracy of the prospective contractor's judgment about estimated future cost or projections, they do include the data forming the basis for that judgment. Cost and pricing data are more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of

determinations of costs already incurred. They also include factors such as vendor quotations; nonrecurring costs; information on changes in production methods or purchasing volume; data supporting projections of business prospects and objectives and related operational costs; and unit cost trends, such as those associated with labor efficiency, make-or-buy decisions, estimated resources to attain business goals, and information on management decisions that could have a significant bearing on cost.

L.10 Withdrawals or Modifications to Proposals

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, prior to the date and time set for submission of proposals.

L.11 Late Submissions, Late Modifications and Late Withdrawals

Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) calendar day before the date specified for receipt of proposals;
- b) The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused solely by mishandling by the District.
- c) The proposal is the only proposal received.

Otherwise, a late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.12 Late Modifications to a Successful Proposal

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

L.13 Postmarks

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

L.14 Hand Delivery or Mailing of Proposals

Proposals must be delivered or mailed to:

Child and Family Services Agency
Office of Contracting and Procurement
955 L'Enfant Plaza, SW, Suite 5200
Washington, D. C. 20024
Attention: Mr. Stephen A. Wilson,
Contract Specialist
(202) 724-7580 (direct line)
(202) 724-5300 (main number)

L.15 Failure to Submit Offers

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise Mr. Samuel J. Feinberg, CPPO, CPPB, Acting Contracts and Procurement Administrator/Agency Chief Contracting Officer for the Child and Family Services Agency, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Agency Chief Contracting Officer, Child and Family Services Agency of the reason for not submitting a proposal in response to this Solicitation. If a recipient

does not submit an offer and does not notify the Agency Chief Contracting Officer, Child and Family Services Agency that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.16 Proposal Protests

Any actual or prospective offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to the time set for receipt of initial proposals shall be filed with the Board prior to bid opening or the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing to

Contract Appeals Board
717 14th Street, N.W.,
Suite 430
Washington, D.C. 20004

The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.17 Signing of Offers

The Contractor shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.18 Unnecessarily Elaborate Proposals

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate

artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.19 Retention of Proposals

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

L.20 Proposal Costs

The District is not liable for any costs incurred by the offerors' in submitting proposals in response to this solicitation.

L.21 Acknowledgment of Amendments

The offeror shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose at page one of the solicitation; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

L.22 Acceptance Period

The offeror agrees that its offer remains valid for a period of 180 days from the solicitation's closing date.

L.23 Best and Final Offers

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range shall be so notified and shall be provided an opportunity to submit written Best And Final Offers at the designated date and time. Best and Final Offers shall be subject to Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of Best And Final Offers, no discussions shall be reopened unless the Contracting Officer determines that it is clearly in the Government's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the Best And Final Offers received. If discussions

are reopened, the Contracting Officer shall issue an additional request for Best And Final Offers to all offerors still within the competitive range.

L.24

Familiarization with Conditions

Contractors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered and the conditions under which the work is to be accomplished. Contractors shall not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

SECTION M EVALUATION FACTORS

M.1 Evaluation Criteria for Award

The Contract shall be awarded to the responsive, responsible and qualified offeror whose offer represents the “best value” for the District, based upon the evaluation criteria specified below.

“Best value” means that the proposed services fully satisfy the requirements outlined in Section C of the RFP, and offer a competitive price from a cost point of view.

While the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores shall guide the District in making an intelligent award decision based upon the evaluation criteria.

The District may award a contract on the basis of initial offers received without discussions. Therefore, each initial proposal should contain the offeror’s terms from a standpoint of price, technical and other factors.

M.2 Evaluation Criteria for Technical Proposal for Maintenance and Support for the Current Client-Server FACES

M.2.1 Selection of an offeror for contract award shall be based on an evaluation of proposals against the following factors:

<u>Criteria</u>	<u>Maximum Points</u>
Technical Proposal	70
a. Project Management	10
b. Maintenance and Support Approach	20
c. Staffing Approach	15
d. Experience of Offeror	25
Price Proposal	30

M.2.2 PRICE CRITERIA (30 Points)

The price evaluation shall be objective. The offeror with the lowest price will receive the maximum price points. All other proposals shall receive a proportionately lower total score. The following formula shall be used to determine each offeror's evaluated price score:

$$\frac{\text{Sum of the unit prices for the period October 1, 2004 through December 31, 2005 of the lowest price offeror.}}{\text{Evaluated Price Sum of the unit prices for the period October 1, 2004 through December 31, 2005 of the offeror being evaluated}} \times 30 = \text{Score}$$

In addition, CFSA shall determine responsibility after it completes the evaluation of the proposals but before it awards the contract.

M.3 Evaluation Criteria for Technical Proposal for Implementation, Warranty, and Maintenance and Support for FACES.NET

Selection of an offeror for contract award shall be based on an evaluation of proposals against the following factors:

<u>Criteria</u>	<u>Maximum Points</u>
Technical Proposal	70
a. Project Management Approach	10
b. Systems Development and Implementation Approach	20
c. Warranty and Support Approach	5
d. Maintenance and Support Approach	10
e. Staffing Approach	10
f. Experience of Offeror	15
Price Proposal	30

M.4 PRICE CRITERIA (30 Points)

The price evaluation shall be objective. The offeror with the lowest price will receive the maximum price points. All other proposals shall receive a proportionately lower total score. The following formula shall be used to determine each offeror's evaluated price score:

Sum of the unit prices for October 1, 2004 through September 30, 2008 which includes all option years of the lowest price offeror.

$$\frac{\text{Evaluated Price}}{\text{Sum of the unit prices for October 1, 2004 through September 30, 2008 of the offeror being evaluated}} \times 30 = \text{Score}$$

In addition, CFSA shall determine responsibility after it completes the evaluation of the proposals but before it awards the contract.

M.5 Evaluation Criteria for Technical Proposal for Maintenance and Support for the Current Client-Server FACES & Implementation, Warranty, and Maintenance and Support for FACES.NET

Selection of an offeror for contract award shall be based on an evaluation of proposals against the following factors:

<u>Criteria</u>	<u>Maximum Points</u>
Technical Proposal	70
a. Project Management Approach	10
b. Systems Development and Implementation Approach	20
c. Warranty and Support Approach	5
d. Maintenance and Support Approach	10
c. Staffing Approach	10
f. Experience of Offeror	15

Total Points**100****M.6 PRICE CRITERIA (30 Points)**

The price evaluation shall be objective. The offeror with the lowest price will receive the maximum price points. All other proposals shall receive a proportionately lower total score. The following formula shall be used to determine each offeror's evaluated price score:

Sum of the unit prices for the base year period
and all option years of the lowest price offeror.

$$\frac{\text{Evaluated Price}}{\text{Sum of the unit prices for the base year period and all option years of the offeror being evaluated}} \times 30 = \text{Score}$$

In addition, CFSA shall determine responsibility after it completes the evaluation of the proposals but before it awards the contract.

M.6.1 General Preferences

M.6.2 Under the provisions of D.C. Law 13-169, "Equal Opportunity for Local, Small, or Disadvantaged Business Enterprises Amendment Act of 2000" (the Act), the District shall apply preferences in evaluating bids or proposals from businesses that are local, disadvantaged, resident business ownership or located in an enterprise zone of the District of Columbia.

M.6.3 For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

1) Four percent reduction in the bid price or the addition of four points on a 100-point scale for a Local Business Enterprise (LBE) certified by the Local Business Opportunity Commission (LBOC);

2) Three percent reduction in the bid price or the addition of three points on a 100-point scale for a Disadvantaged Business Enterprise (DBE) certified by the LBOC;

3) Three percent reduction in the bid price or the addition of three points on a 100-point scale for a Resident Business Ownership (RBO), as defined in Section 2(a)(8A) of the Act, and certified by the LBOC; and

4) Two percent reduction in the bid price or the addition of two points on a 100-point scale for a business located in an enterprise zone, as defined in Section 2(5) of D.C. Law 12-268 and in 27 DCMR 899, 39 DCR 9087-9088 (December 4, 1992).

M.6.4 Any prime contractor that is a LBE certified by the LBOC shall receive a four percent (4%) reduction in the bid price for a bid submitted by the LBE in response to an Invitation for Bids (IFB) or the addition of four points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to a Request for Proposals (RFP).

M.6.5 Any prime contractor that is a DBE certified by the LBOC shall receive a three percent (3%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to a RFP.

M.6.6 Any prime contractor that is a RBO certified by the LBOC shall receive a three percent (3%) reduction in the bid price for a bid submitted by the RBO in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the RBO in response to a RFP.

M.6.7 Any prime contractor that is a business enterprise located in an enterprise zone shall receive a two percent (2%) reduction in the bid price for a bid submitted by such business enterprise in response to an IFB or the addition of four points on a 100-point scale added to the overall score for proposals submitted by such business in response to a RFP.

M.7 Preferences for Subcontracting in Open Market Solicitations with No LBE, DBE, RBO Subcontracting Set-Aside

M.7.1 The preferences for subcontracting in open market solicitations where there is no LBE, DBE or RBO subcontracting set-aside are as follows:

1) If the prime contractor is not a certified LBE, certified DBE, certified RBO or a business located in an enterprise zone, the District shall award the above-stated preferences by reducing the bid price or by increasing the points proportionally based on the total dollar value of the bid or proposal that is designated by the prime contractor for subcontracting with a certified LBE, DBE, RBO or business located in an enterprise zone.

2) If the prime contractor is a joint venture that is not a certified LBE, certified DBE or certified RBO joint venture, or if the prime contractor is joint venture that includes a business in an enterprise zone but such business located in an enterprise zone does not own and control at least 51% of the joint venture, the District shall award the above-stated preferences by reducing the bid price or by increasing the points proportionally in the proposal based on the total dollar value of the bid or proposal that is designated by the prime contractor for a certified LBE, DBE , RBO or business located in an enterprise zone, for participation in the joint venture.

M.7.2

For Example:

If a non-certified prime contractor subcontracts with a certified local business enterprise for a percentage of the work to be performed on an RFP, the calculation of the percentage points to be added during evaluation would be according to the following formula:

$$\frac{\text{Amount of Subcontract}}{\text{Amount of Contract LBE Subcontracting}} \times 4^* = \text{Points Awarded During Evaluation for}$$

*Note: Equivalent of four (4) points on a 100-point scale

The maximum total preference under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to a RFP. Any prime contractor receiving the full bid price reduction or point addition to its overall score for a particular preference will not receive any additional bid price reduction or points for further

participation on a subcontracting level for that particular preference.

However, the prime contractor will receive a further proportional bid price reduction or point addition on a different preference for participation on a subcontracting level for that difference preference. For example, if a LBE prime contractor receives the four percent bid price reduction or the equivalent of four points on a 100-point scale, the LBE prime contractor does not receive a further price reduction or additional points if such contractor proposes subcontracting with an LBE. However, if this same LBE prime contractor proposes subcontracting with a DBE, the LBE prime contractor receives a further proportional bid price reduction or point addition for the DBE participation on the subcontracting level.

M.8 Preferences for Open Market Solicitations with LBE, DBE or RBO Subcontracting Set Aside

M.8.1 If the solicitation is an open market solicitation with a LBE, DBE or RBO subcontracting set-aside, the prime contractor will receive the LBE, DBE or RBO preferences only if it is a certified LBE, DBE or RBO. There shall be no preference awarded for subcontracting by the prime contractor with a LBE, DBE or RBO, even if the prime contractor proposes LBE, DBE or RBO subcontracting above the subcontracting levels required by the solicitation. However, the prime contractor shall be entitled to the full preference for businesses located in an enterprise zone if it is a business located in an enterprise zone or a proportional preference if the prime contractor subcontracts with a business located in an enterprise zone.

M.8.2 The maximum total preference under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to a RFP.

M.9 Preferences for Certified Joint Ventures Including Local or Disadvantaged Businesses or Resident Business Ownerships

When an LBOC-certified joint venture includes a local business enterprise (LBE), disadvantaged business enterprise (DBE) or a resident business ownership (RBO), and the LBE, DBE or RBO owns and controls at least fifty-one (51%) of the venture, the joint venture will receive the preferences as if it was a certified LBE, DBE or RBO.

M.10 Preferences for Joint Ventures Including Businesses Located in an Enterprise Zone

When a joint venture includes a business located in an enterprise zone, and such business located in an enterprise zone owns and controls at least fifty-one percent (51%) of the venture, the joint venture will receive the preference as if it were a business located in an enterprise zone.

M.11 Vendor Submission for Preferences

Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal the following documentation, as applicable to the preference being sought:

- a. Evidence of the vendor's, subcontractor's, or joint venture partner's certification or self-certification as a LBE, DBE or RBO, to include either:
 - 1) A copy of all relevant letters of certification from the Local Business Opportunity Commission (LBOC); or
 - 2) A copy of any sworn notarized Self-Certification Forms prescribed by the LBOC, along with an acknowledgement letter issued by the Director of the LBOC. Businesses with principal offices located outside of the District of Columbia must first be certified as LBEs before qualifying for self-certification.
- b. Evidence that the vendor or any subcontractor is located in an enterprise zone.
- c. In order for a bidder or offeror to receive allowable preferences under this solicitation, the bidder or offeror must include the relevant information as described in

subparagraphs (a) and (b) of this clause, as part of its bid or proposal.

Attachment J.5 contains the Self-Certification Package

In order to receive any preferences under this solicitation, any vendor seeking self-certification must complete and submit the forms to:

Office of Local Business Development
ATTN: LSDBE Certification Program
441 Fourth Street, N.W., Suite 970N
Washington, DC 20001

All vendors are encouraged to contact the Local, Small and Disadvantaged Business Enterprises Certification Program at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.12 Penalties for Misrepresentation

Any material misrepresentation on the sworn notarized self-certification form could result in termination of the contract, the contractor's liability for civil and criminal action in accordance with the Act, D.C. Law 12-268, and other District laws, including debarment.

M.13 Local, Small, and Disadvantaged Business Enterprise Subcontracting

- a. When a prime contractor is certified by the Local Business Opportunity Commission (LBOC) as a local, small or disadvantaged business or a resident business ownership, the prime contractor shall perform at least fifty percent (50%) of the contracting effort, excluding the cost of materials, goods, and supplies with its own organization and resources, and if it subcontracts, fifty percent (50%) of the subcontracting effort, excluding the cost of materials, goods, and supplies shall be with certified local, small, and disadvantaged business enterprises and resident business ownerships, unless a waiver is granted by the contracting officer,

with the prior approval and consent of the Director of the LBOC under the provisions of 27 DCMR 805, 39 DCR 5578-5580 (July 24, 1992).

- b. By submitting a signed bid or proposal, the prime contractor certifies that it will comply with the requirements of paragraph (a) of this clause.

M.14 CLAUSE APPLICABLE ONLY TO OPEN MARKET SOLICITATIONS WITH LBE, DBE, OR RBO SUBCONTRACTING SET-ASIDE

Under the provisions of 27 DCMR 801.2(b), 39 DCR 5571 (July 24, 1992), 0% of the total dollar value of this contract has been set-aside for performance through subcontracting with local business enterprises, disadvantaged business enterprises, or resident business ownerships. Any prime contractor responding to this solicitation shall submit with its bid or proposal a notarized statement detailing its subcontracting plan (See Clause M.13.1., Subcontracting Plan and Clause M.14., Liquidated Damages). Once the plan is approved by the contracting officer, changes will only occur with the prior written approval of the contracting officer.

M.15 CLAUSES APPLICABLE TO OPEN MARKET SOLICITATIONS IN WHICH THERE WILL BE LBE, DBE, OR RBO SUBCONTRACTING OR SUBCONTRACTING WITH A BUSINESS LOCATED IN AN ENTERPRISE ZONE

1. Subcontracting Plan

A notarized statement detailing a subcontracting plan shall be submitted, as part of the bid or proposal, by any prime Contractor seeking a preference on the basis of proposed subcontracting a with local business enterprise (LBE), disadvantaged business enterprise (DBE), resident business ownership (RBO) or business located in an enterprise zone; and by any prime contractor responding to a solicitation in which there is a LBE, DBE, or RBO subcontracting set-aside. Each subcontracting plan shall include the following:

- a. A description of the goods and services to be provided by the LBE, DBE, or RBO or business located in an enterprise zone;
- b. If the prime contractor is seeking a preference on the basis of proposed subcontracting with a LBE, DBE, RBO, or a business located in an enterprise zone, a statement of the dollar amount, by type of business enterprise, of the bid or proposal that is designated by the prime contractor for a LBE, DBE, RBO, or business located in an enterprise zone;
- c. If the solicitation contains a LBE, DBE, or RBO subcontracting set-aside, a statement of the dollar value, by type of business enterprise, of the bid or proposal that pertains to the subcontracts to be performed by the LBEs, DBEs, or RBOs;
- d. The names and addresses of all proposed subcontractors who are LBEs, DBEs, RBOs or businesses located in an enterprise zone;
- e. The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- f. A description of the efforts the prime contractor will make to ensure that LBEs, DBEs, RBOs, or businesses located in an enterprise zone will have an equitable opportunity to compete for subcontracts;
- g. In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- h. Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;

- i. List the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and
- j. A description of the prime Contractor's recent effort to locate LBEs, DBEs, RBOs, and businesses located in an enterprise zone and to award subcontracts to them.

M.16 Liquidated Damages

- M.16.1 If during the performance of this contract, the contractor fails to comply with the subcontracting plan submitted in accordance with the requirements of this contract and 27 DCMR 804.9, 39 DCR 5578 (July 24, 1992), and as approved by the Contracting Officer, the Contractor shall pay to the District liquidated damages in the sum of _____ (\$500.00), for each calendar day the contractor fails to comply with the subcontracting plan, unless the contracting officer determines that the contractor made good faith efforts to comply with the subcontracting plan in accordance with subparagraph (b) below.
- M.16.2 Prior to assessing any liquidated damages under this provision, the Contracting Officer shall issue a written notice informing the Contractor that they are not in compliance with the subcontracting plan and set forth the areas of non-compliance. The written notice from the Contracting Officer shall provide the Contractor with ten (10) days from the date of receipt of the written notice to correct any areas of non-compliance or to demonstrate that the Contractor has used good faith efforts to comply with the subcontracting plan. If the Contractor fails to correct any areas of non-compliance or demonstrate good faith efforts within the ten-day period, the Contracting Officer shall assess liquidated damages beginning on the first day after the end of the ten-day period.
- M.16.3 If failure to comply until with the subcontracting plan is such that the Contracting Officer determines it to be a material breach of the Contract and terminates the contract under the Default Clause of the Standard Contract Provisions, the contractor shall be liable for aforementioned liquidated damages accruing until the time the District may reasonably obtain similar goods or services.